



PARK PROUD LA

**City of Los Angeles
Department of Recreation and Parks**

Request for Proposal

**RESEDA ICE RINK
OPERATION AND MANAGEMENT AGREEMENT
(CON-M22-001)**

at

18128 and 18210 Sherman Way
Reseda, CA 91335

Release Date:	April 13, 2022
Pre-Proposal Conference:	April 27, 2022 (see Exhibit B)
Due Date:	May 25, 2022 (see Exhibit B)

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS
221 N. Figueroa Street, Suite 180
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**REQUEST FOR PROPOSAL
RESEDA ICE RINK
FACILITY MANAGEMENT**

I. INTRODUCTION

The City of Los Angeles (City), through its Department of Recreation and Parks (RAP) seeks a well-qualified business entity (Operator) to oversee the operation and management of the emerging Reseda Ice Rink (Facility). The Facility has been designed and construction will begin in 2022 with an estimated completion date of Fall 2023. Construction documents may be obtained by clicking this link <http://www.laparks.org/proposal.htm>.

Term 10 years plus one five-year option.

Facility The Facility will consist of: an approximately 26,800 square-foot ice rink building with a 85' x 200' ice surface, cooling infrastructure, ice grooming equipment storage, Zamboni machine room, locker rooms for two teams, restrooms, office space, skate rental area, a small vending machine space, and other ancillary spaces required by ice hockey and figure skating; and a 60' x 120' roller hockey rink.

Management Fee: RAP will pay an Annual Management Fee to the selected operator based on the respondent's proposed Annual Management Fee Detail.

II. OBJECTIVE

The objective of this Request for Proposal (RFP) is to award an initial ten-year, Operation and Management Agreement (Agreement), with one five-year extension option to an operator who will primarily, among other items:

- Operate and manage the facility in a manner consistent with the highest industry and best practices.
- Provide all required interior and exterior facility equipment, maintenance and landscaping.
- Ensure all Los Angeles youth are afforded equitable opportunities for rink access and use in conjunction with the Department of Recreation and Parks PlayLA Youth & Adaptive Sports Program or other Department programming.
- Implement innovative and emerging ice rink operations, including next and best industry standards.
- Offer and run public and private programming for various groups to use the Facility.
- Manage and operate public pricing, fee schedules and rentals for equipment and Facility use (to be approved annually by RAP).
- Maximize and create revenue for RAP.

- Provide all day-to-day administrative services, including procurement of services and supplies, internal budgeting, personnel management and other services necessary to successfully and profitably run the Facility in consultation or at the direction of RAP and its designated contract administrator.
- Maintain strong community collaboration on all aspects of the operation.
- Ensure five-star customer service.
- Provide a fair and respectful employment environment consistent with the City of Los Angeles employment practices.
- Ensure a safe, well-maintained and welcoming facility.
- Develop and manage all social media, marketing, website, branding and communications in consultation with RAP

III. BACKGROUND

The City has approved the design and construction of an ice rink and roller rink along with supporting office and locker room space to be located at 18128 and 18210 Sherman Way in Reseda. The properties are currently vacant and a bidding process for the construction of the Facility is underway with an anticipated completion date in late 2023.

Through this RFP the City seeks to establish a ten-year agreement with one five-year extension option to an experienced organization who will operate and manage the Facility under and in consultation with RAP.

IV. PROPOSAL QUALIFICATIONS AND INFORMATION

Qualifications

The Operator must have specialized experience in ice rink facility management and currently manage at least three similar, high-performing skating venues and have been in business for a minimum of ten years. Note: All On-Site Manager(s) must have a minimum of five years' experience in facility management and adequate technical background. The management staff is to be located at the Facility where office space will be provided for management staff and/or City staff.

Mandatory Documentation

Proposals must include detailed responses to each Proposal Item. If selected, the proposer must be willing and able to commit to the Proposal Items and all provisions contained in the Sample Agreement (Exhibit E), including the Standard Provisions for City Contracts attached as Exhibit A to the Sample Agreement (Exhibit E). The contents of the winning Proposal will be deemed as a binding commitment and included as an attachment to the Agreement.

Proposers must respond to each of the following items in their written proposal. Each response in the proposal must be numbered to correspond with each of the numbered items herein.

Proposal Items

- A. Operational Oversight and Management Plan

- B. Financial Projections and Planning
- C. Sponsorship, Marketing and Branding Plan
- D. Capital Improvement Plan
- E. Maintenance and Sustainability Plan

A. Operational Oversight and Management Plan

The Operator shall provide operational oversight and management of the Facility, under the direction and in consultation with RAP staff. RAP, through its Board of Recreation and Park Commissioners (Board), will approve all policies and standards for the Facility, including rules and regulations proposed by the Operator to manage the Facility.

Proposals must specify an Annual Management Fee the Operator will receive for their services and describe at a minimum, how the proposing team will meet the following basic duties and responsibilities:

Non-reimbursable Items

The following items are services that should be built into the proposed Annual Management Fee:

1. Year-round operational oversight and management of the Facility, ensuring innovative and emerging ice rink operations, including next and best industry standards.
2. Provide all required interior and exterior facility equipment, maintenance, landscaping and pest control.
3. Manage and book the Facility calendar for open skate, training, and team practices. Offer and run public and private programming for various diverse groups to use the Facility.
4. Develop and manage all social media, marketing, website, branding and communications in consultation with RAP.
5. Provide all skating equipment for both ice and roller hockey rental and use. Managing equipment rentals, including repair and replacement schedules. Manage and operate public pricing, fee schedules and rentals for equipment and Facility use (to be approved annually by RAP). All skate and rink rental revenue shall be remitted to RAP.
6. Ensure all Los Angeles youth are afforded equitable opportunities for rink access and use in conjunction with the Department of Recreation and Parks PlayLA Youth & Adaptive Sports Program or other Department programming.
7. Manage sign-ups for sports programs through the RAP registration process for the PlayLA program.
8. Sponsorship and branding sales and revenue generation management.
9. Prepare an operating budget, monthly financial reports, marketing plans and pro forma for the length of the agreement, including an accounting detailing all revenues and expenditures for each event. Submit audited financials on an annual basis.
10. Coordinate and collaborate with patrons before, during and after tournaments and special events.
11. Coordinate with RAP on the management of City bank accounts for Facility operation.
12. Maintain public and staff ingress and egress to the Facility at all times
13. Be accessible to the surrounding community to answer questions and to collaborate on all aspects of the operation.
14. Perform annual Fire/Life testing of the Facility through a licensed vendor in conformance with LAFD Regulations 4.

15. Ensure the facility is always in a safe and clean condition and maintain a current Facility and Equipment Maintenance plan.
16. Preventive and Routine Servicing of Equipment. Proposals must include a description of annual maintenance responsibilities to be provided by the operator. These costs shall be included as part of the Annual Management Fee and not to be considered a reimbursable expense. All normal maintenance items shall be included for all equipment to ensure compliance with specified warranties along with protecting the expected lifespan of the equipment. Additional items may be requested by RAP, including repair or replacement. Should a request be made and a mutually agreed upon scope and cost be reached, said cost would be reimbursed as per agreement.
17. Meet regularly with designated RAP contract administrator.
18. Market the Facility for filming opportunities or other special events (private or public).
19. Collaborate with RAP in the opening of the new facility.
20. Procure and pay monthly bills for telephone and internet services for Operator's offices at the Facility. All other utilities to be provided by RAP.
21. Provide office equipment (computers, copiers, etc.) for Operator or City designated offices at the Facility.
22. Coordinate with City staff use of the Facility for City-sponsored events at no charge to the City. The number of City-sponsored events per contract year shall be negotiated between the Operator and RAP.
23. Provide day to day custodial services.
24. Fabricate, produce, stock, and sell, subject to RAP approval, Reseda Ice Rink merchandise or RAP Department apparel. Proposers should include in their proposal the percentage of net sales of all Reseda Ice Rink merchandise sold that they will retain and what share will go to RAP and indicate proposed percentage in their proposal.
25. Install vending machines and ensure that they are routinely stocked and serviced. This may be sub-contracted to a third-party vendor. All revenues from vending shall be remitted to RAP.
26. Pay all necessary fees for taxes, licenses and permits.

Proposals must include an Annual Management Fee Detail which specifies general and administrative costs for operating the Facility to be covered under the Annual Management Fee.

Reimbursable Items

The following items are services to be performed by Operator, but which will be reimbursed by RAP:

1. Purchase, lease, and/or install any required audio/visual equipment for use at the Facility.
2. Purchase, lease and/or install any required security equipment or systems.

Proposers must include in their proposal minimum amounts that will trigger reimbursement for these items.

Hours of Operation

The development of this Facility was made possible through funding from Proposition K. Therefore, all proposers must consider that they must allow ample time for broad public use and programming by RAP for youth activities in compliance with the City Youth Access Conditions that requires that the Facility be made available to Youth under the age of 18, at a minimum, as follows: for the Ice Rink: fifty-one percent (51%) of the Youth Available Hours;

and for the Roller Rink: ninety percent (90%) of the Youth Available Hours, which are as follows:

- (i) between 6:30 A.M. (PT) and 7:30 A.M (PT) on School Days
- (ii) between 3:00 P.M. (PT) and 9:00 P.M. (PT) on School Days
- (iii) between 8:00 A.M. (PT) and 10:00 P.M. (PT) on all weekends, school holidays, and school vacation days as each are recognized by the Los Angeles Unified School District.

The Youth Available Hours requirement must be factored into proposed operational plans and operating hours that will be available for private events and rentals.

B. Financial Projections and Planning

Proposers must provide an Annual Management Fee Detail which outlines the services to be provided annually and the cost associated with each service. Additionally, proposers are to complete and submit a Pro forma Financial Statement (Pro forma) for the operation. A copy of the blank Pro forma is provided as a reference in Exhibit G. An electronic version of the Pro forma is available online at: <http://www.laparks.org/proposal.htm>. Click on the link to “Reseda Ice Rink Operation and Management RFP”; look for the Pro forma link. Proposers should open and check the file, and report any problems immediately to the RAP contact listed on the cover of this RFP.

To complete the Pro forma, follow the instructions on the first tab of the spreadsheet. Proposers must submit with their proposal a completed electronic version of this spreadsheet.

The Pro Forma covers anticipated operations over the maximum fifteen year term of the Agreement. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal.

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

- **Pro Forma Profit and Loss:** Projections for a maximum fifteen year term, including projected revenues for each category of sales; variable costs (e.g. cost of goods sold); fixed costs (e.g. salaries, advertising and marketing, revenue-sharing, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers will be able to enter any additional information pertinent to your financial planning.
- **Break-Even Analysis:** The proposer’s return on investment is reflected here. Proposers should provide narrative explanations of their projected financial planning, indicating any assumptions made in financial planning; for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels; and anticipated revenue. Indicate any research you have undertaken to support your assumptions.

Pricing and Rental Rates and Fees

Proposals must also include a detailed description of the rates that the proposer will charge for public use of the facility. This may include, but not be limited to: open skate rink access, skate rentals, rink rental by private entities, rink rental by school groups, and any other uses that proposer includes in their operations plan. Proposers must include a proposed percentage and/or incentive fee payment that they will receive for revenues generated from rental fees.

C. Sponsorship, Marketing and Branding Plan

The Operator must creatively pursue aggressive marketing of the Facility for sponsorships, branding, rink rental, filming, special events and other potential uses that the Operator may propose. The Operator will manage the sale of sponsorships, filming, and special event permits or rentals. Proposals must include a marketing strategy and sales plan for all potential revenue streams and a proposed revenue share for sponsorships and branding.

Proposers must include a proposed percentage that they will receive for revenues generated from sponsorships and branding. The operator shall ensure that the proposed percentage of sponsorship and/or branding revenues presented as part of this proposal shall be provided to RAP with detail on schedule of payments. RAP reserves the right to seek and obtain sponsorship opportunities from potential sponsors, and the Operator will not be compensated for sponsorship opportunities and sales which originate within or directly obtained by RAP. RAP reserves the absolute right, in its sole discretion, to refuse any sponsorship presented by the Operator and RAP shall not be liable for any fee in the event of such refusal.

D. Capital Improvement Plan

Although the City is making a significant capital investment to build the Facility, proposers are encouraged to suggest additional capital improvements they may wish to fund or invest in to execute their proposed business plans. This may include, but not be limited to, upgrades or enhancements to the Facility, the addition of food and beverage concession offerings; and additional amenities, subject to RAP approval, to enhance the experience at the Facility and/or to improve revenue generation. Any proposal for additional amenities or concessions must include a proposed revenue share of gross sales that RAP will receive from the Operator and estimated revenue from any additional amenities must be included in the pro forma.

The Operator will continuously monitor conditions at the Facility and recommend for the City's consideration any capital projects and/or expenditures that will improve conditions and/or operations at the Facility. However, the City may or may not elect to implement any suggested capital expenditures.

D. Maintenance and Sustainability Plan

Proposals must include the following:

1. A preventive maintenance plan to ensure the Facility and equipment are in compliance with all current applicable code requirements at the Federal, State, County and Municipal levels; are safe; and deliver a first class, high-quality experience for patrons.
2. A sustainability plan which complies with the Los Angeles Green Building Code. Details can be found at <https://ladbs.org/services/green-building-sustainability>.
3. Any additional information that the proposer finds relevant.

V. EVALUATION AND AWARD

A. Evaluation Process and Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each proposer must pass Level I in order to advance to Level II.**

Interviews of the proposers by an evaluation panel consisting of City and/or non-City staff, may be scheduled at a later date for the purpose of clarifying matters in the proposals or responding to questions by the evaluation panel.

Level I – Compliance with RFP Submission Requirements: (Exhibits B, C and D)

RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions. Proposers must meet requirements, provide requested information and satisfactorily pass background and reference checks to advance to level II.

1. Cover Letter (Exhibit B)
2. Proposal Deposit - \$10,000.00 (Exhibit B)
3. Compliance Documents. Refer to Exhibit D.
4. Background and experience shall include the following information, including but not limited to:
 - a. All information requested in Exhibit B.
 - b. List of facility owner contacts and references for **every** facility under Proposer’s managerial control. List facility name, address, type, seating capacity, contact information (phone and e-mail), length of time services have been provided, description of services and annual gross revenues. Denote which facilities you are using to qualify under conditions set in Exhibit B, Section 2.
5. Financial Capacity. Refer to Exhibit B.

Level II – Evaluation and Scoring Criteria of Proposal Items:

For purposes of the Level II evaluation, responsive proposals will be evaluated, ranked, and scored based on the criteria below:

RESEDA ICE RINK VENUE MANAGEMENT EVALUATION CRITERIA	
DESCRIPTION	WEIGHT
ANNUAL MANAGEMENT FEE	25%
OPERATIONAL OVERSIGHT AND MANAGEMENT PLAN - MAINTENANCE AND SUSTAINABILITY PLAN	40%
SPONSORSHIP, MARKETING AND BRANDING PLAN	15%
BACKGROUND AND EXPERIENCE	20%
TOTAL EVALUATION WEIGHT	100%

B. Evaluation and Recommendation

Proposers must provide documentation/narrative demonstrating compliance with the listed requirements and will be evaluated on their ability to satisfactorily meet or exceed the requirements stated in this RFP.

City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each Proposer and any information contained in its proposal. All proposals will be evaluated solely on the basis of the stated requirements in this RFP and the ranking by an evaluation panel whose determination will serve as a basis to formulate the General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. The Board of Recreation and Park Commissioners (Board) will consider the General Manager's recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the selection, if any, stating publicly the reasons for their action.

C. Award

RAP shall notify all proposers in writing of the General Manager's recommendation.

Agreements are deemed to be effective upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

The awarded Operator will complete and submit the additional documents as required by this RFP, City Attorney, City Ordinance, State and/or Federal laws within thirty (30) calendar days from the date the contract award is approved by City Council.

D. Protest

Should a proposer object on any grounds to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten calendar days after the addendum is issued, provide written notice to RAP setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

IMPORTANT:

Charter Section 371(e)(10)

In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of RAP's concession. To select the best proposer for this concession, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet the RAP's needs and therefore opts to utilize the standard request for proposals process.

City's Right to Reject Proposals and to Waive Informalities

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and

all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): “The City shall reserve the right to reject any and all bids or proposal and to waive any informality in the bid or proposal when to do so would be to the advantage of the City.”

Proposals submitted in response to this RFP are subject to the California Public Records Act, California Government Code Section 6250 et seq.

If the Proposer claims that a portion of its submission contains information that it would like to protect from disclosure, it must include that notification in its proposal cover letter along with the following statement:

"This proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for it's or the City's refusal to disclose any information this proposer claims as copyrighted material, trade secrets or other proprietary information that is protected from disclosure to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from this disclosure.

The City will endeavor to notify a Proposer of any requests for its information. However, a Proposer may be required to seek a court determination of the protected status to protect against disclosure or when the City determines such determination is required or appropriate.

VII. EXHIBITS

- A. Design Renderings of Premises
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Facility Management Agreement
- F. Insurance Requirements
- G. Pro-Forma
- H. Financial Offer Form
- I. Terms and Conditions Acceptance Form

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

K
J
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06



03



05



02



04



01

NOTE: SEE SHT. A1.00 FOR ALL LOCATIONS OF THESE 3D MODEL IMAGES. THESE IMAGES ARE FOR CLARIFYING PURPOSES ONLY, CONTRACTOR SHALL REFER TO A2.00 & A2.01 AND OTHER SHEETS FOR TECHNICAL INFORMATION.

ENGINEERING
CITY OF LOS ANGELES
Environmental Engineering Division

LICENSED ARCHITECT
LAWRENCE SORRA
C 21812
REN 10/31/2023
STATE OF CALIFORNIA

BUREAU OF ENGINEERING

VERTICAL CONTROL:
HORIZONTAL CONTROL:

SHEET TITLE: 3D VIEWS
PROJECT: RESEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

DEPARTMENT OF PUBLIC WORKS

DATE: BY:
NO. REVISIONS:

CIP NO.
INDEX NO.

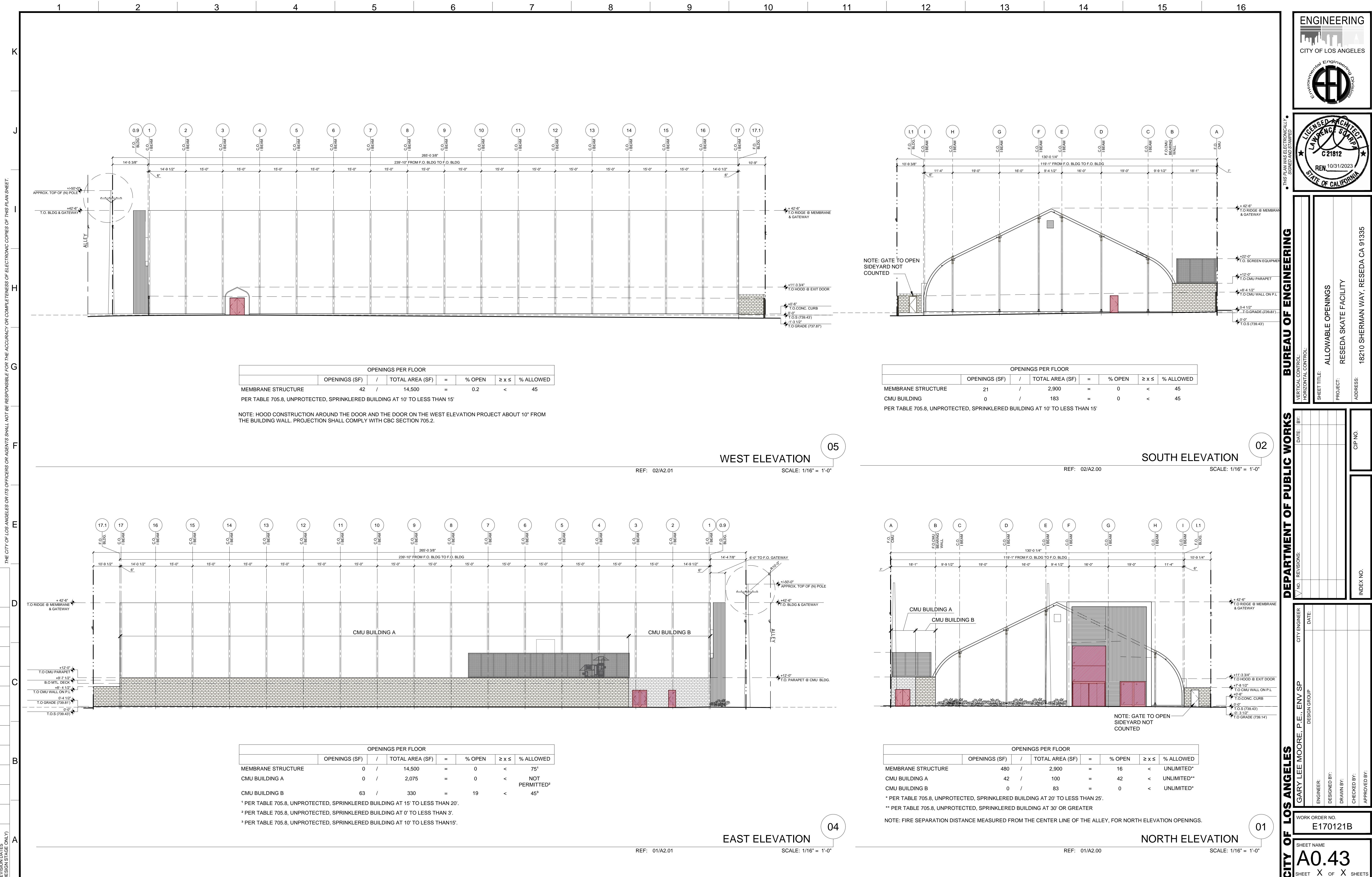
CITY OF LOS ANGELES

ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGNED BY: DESIGN GROUP
DRAWN BY:
CHECKED BY:
APPROVED BY:

CITY ENGINEER: DATE:
DESIGN GROUP

WORK ORDER NO.
E170121B

SHEET NAME
A0.02
SHEET X OF X SHEETS



OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	42	/	14,500	=	0.2	<	45

PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'

NOTE: HOOD CONSTRUCTION AROUND THE DOOR AND THE DOOR ON THE WEST ELEVATION PROJECT ABOUT 10" FROM THE BUILDING WALL. PROJECTION SHALL COMPLY WITH CBC SECTION 705.2.

OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	21	/	2,900	=	0	<	45
CMU BUILDING	0	/	183	=	0	<	45

PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'

OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	0	/	14,500	=	0	<	75 ¹
CMU BUILDING A	0	/	2,075	=	0	<	NOT PERMITTED ²
CMU BUILDING B	63	/	330	=	19	<	45 ³

¹ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 15' TO LESS THAN 20'.
² PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 0' TO LESS THAN 3'.
³ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'.

OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	480	/	2,900	=	16	<	UNLIMITED*
CMU BUILDING A	42	/	100	=	42	<	UNLIMITED**
CMU BUILDING B	0	/	83	=	0	<	UNLIMITED*

* PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 20' TO LESS THAN 25'.
 ** PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 30' OR GREATER

NOTE: FIRE SEPARATION DISTANCE MEASURED FROM THE CENTER LINE OF THE ALLEY, FOR NORTH ELEVATION OPENINGS.

REVISION DATES (DESIGN STAGE ONLY)

THE CITY OF LOS ANGELES ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



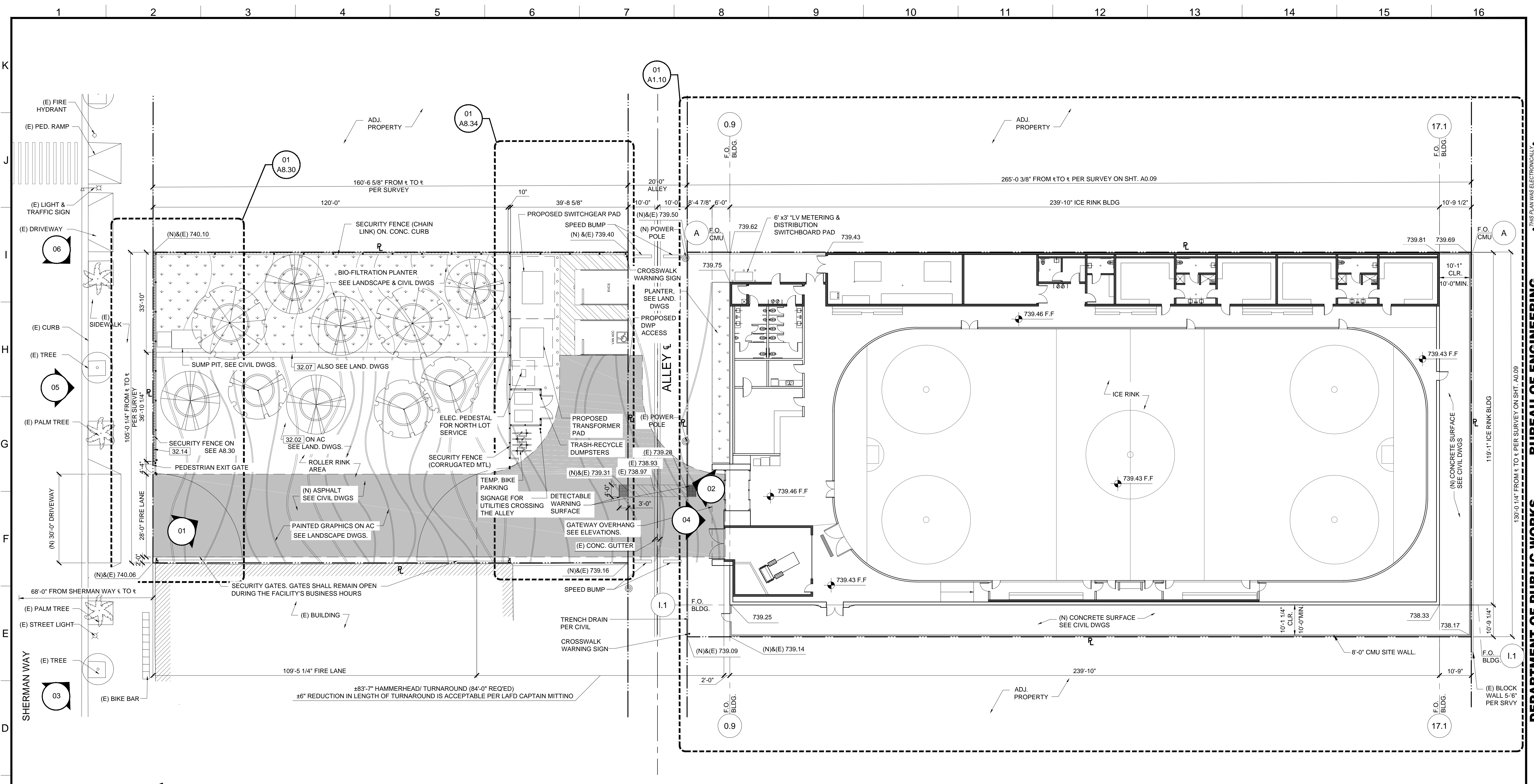
BUREAU OF ENGINEERING
 HORIZONTAL CONTROL:
 SHEET TITLE: ALLOWABLE OPENINGS
 PROJECT: RESEDA SKATE FACILITY
 ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

DEPARTMENT OF PUBLIC WORKS
 DATE: BY:
 NO. REVISIONS:
 INDEX NO.

CITY OF LOS ANGELES
 CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP
 ENGINEER: DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY:

WORK ORDER NO. E170121B

SHEET NAME: A0.43
 SHEET X OF X SHEETS



NOTES:
 1. ALL ELEVATION BUBBLES ON THIS SHEET REFER TO SHEET A0.02 3D MODEL IMAGES. SEE A2.00 & A2.01 FOR TECHNICAL ELEVATIONS THAT ARE CROSS-REFERENCED ON PLANS.
 2. ELEVATIONS @ CORNER OF PROPERTY AND DIMENSIONS NOT SHOWN ON SURVEY ARE EXTRAPOLATED FROM SURVEY. CONTRACTOR SHALL VERIFY ALL PROPERTY DIMENSIONS, CORNERS AND ELEVATIONS W/ SURVEYING EQUIPMENT PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCY OF (E) ELEVATIONS OR (E) PROPERTY DIMENSIONS. ARCHITECT SHALL BE COMPENSATED BY OWNER FOR ANY CHANGES DUE TO INCOMPLETE SURVEY.

KEYNOTES
 NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.

01 - GENERAL REQUIREMENTS
 02 - NOT USED

03 - CONCRETE
 3.01 CONC. SLAB ON GRADE PER STRUCTL.
 3.02 CONC. O/MTL. DECK PER STRUCTL.
 3.03 CONC. CURB
 3.04 CONC. FOOTING PER STRUCTL.
 3.05 CONC. PAVING PER CIVIL DWGS.
 3.06 CONC. SIDEWALK PER CIVIL DWGS.
 3.07 CONC. PAD

04 - MASONRY
 4.01 CMU BLDG. WALL
 4.02 CMU SITE WALL W/ 2" CMU CAP.

05 - METALS
 5.01 STL. COLUMN PER STRUCTL. PTD.
 5.02 STL. BEAM PER STRUCTL. PTD.
 5.03 HSS POST PER STRUCTL. PTD.
 5.04 HSS BEAM PER STRUCTL. PTD.
 5.05 MEMBRANE STRUCTURE I BEAM.
 5.06 MTL. DECK.
 5.07 MTL. GUARD RAILING.
 5.08 MTL. STUD WALL.

06 - WOOD AND PLASTICS
 6.01 W.P. MEMBRANE PER DETL. & SPECS.
 6.02 SINGLE PLY PVC ROOFING PER SPECS.
 6.03 OVERHEAD GLASS DOOR.
 6.04 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
 6.05 ROOF DRAIN AND OVERFLOW.

07 - THERMAL & MOISTURE PROTECTION
 7.01 R-21 RIGID INSULATION @ WALLS.
 7.02 UNDERSLAB MOISTURE VAPOR BARRIER.
 7.03 ROOF DRAIN AND OVERFLOW.

08 - OPENINGS (SEE DOOR/WINDOW SCHED)
 8.01 STL. DOOR, & FRAME, PAINTED.
 8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
 8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
 8.04 DOOR HARDWARE SET PER SCHED.
 8.05 EXTERIOR WALL LOUVER.
 8.06 EXTERIOR WALL VENT WITH CAP.
 8.07 ROLLING STL. DOOR & FRAME.
 8.08 ICE RINK GATES.
 8.09 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
 8.10 ROOF ACCESS HATCH.

09 - FINISHES (SEE FIN. SCHED)
 9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT, CONC. FLR. SEAL PER FIN. SCHED.
 9.02 RUBBER FLR. PER SPECS.
 9.03 PAINT PER SPECS.
 9.04 REVEAL PER DETAILS.
 9.05 GRAFITTI COATING, TYP. @ ALL EXTERIOR SOLID WALLS.
 9.06 GLAZED FINISH ON CMU.
 9.07 CERAMIC TILE.

10 - SPECIALTIES
 10.01 MIRROR PER SPECS.
 10.02 SIGNAGE.
 10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
 10.04 GRAB BAR.
 10.05 COAT HOOK.

11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)
 11.01 MIRROR PER SPECS.
 11.02 SIGNAGE.
 11.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
 11.04 GRAB BAR.
 11.05 COAT HOOK.

12 - FURNISHINGS
 12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
 12.02 DASHBOARD, NIC.
 12.03 BENCH, NIC.

13 - SPECIAL CONSTRUCTION
 13.01 MEMBRANE STRUCTURE.

14 - CONVEYING EQUIPMENT (NOT USED)

15 - FIRE SUPPRESSION
 15.01 FIRE EXTINGUISHER.
 15.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM)
 15.03 FIRE SPRINKLER VALVE ASSEMBLY
 15.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
 15.05 FIRE SPRINKLER HEAD.

16 - PLUMBING
 16.01 WATER CLOSET PER PLUMBING LEGEND
 16.02 LAV. SINK & FAUCET. PER PLUMBING LEGEND
 16.03 JANITOR MOP SINK.
 16.04 PLUMBING VENT PIPE.
 16.05 DRINKING FOUNTAIN.
 16.06 ULTRA LOW-FLOW TOILET.
 16.07 SHOWER HEAD/ CONTROLS.
 16.08 SHOWER DRAIN.
 16.09 AREA DRAIN.
 16.10 HOSE BIB.

17 - ELECTRICAL
 17.01 ELEC. PANEL PER PLANS & SCHED.
 17.02 EXTERIOR LIGHT PER SCHED.
 17.03 INTERIOR LIGHT PER SCHED.

18 - COMMUNICATION
 18.01 SMOKE ALARM.
 18.02 SECURITY CAMERA.
 18.03 FIRE ALARM MAIN PANEL.

19 - HEATING, VENTILATING, AND AIR-CONDITIONING
 19.01 HVAC UNIT PER MECH.
 19.02 AIR REGISTER WALL MOUNTED.
 19.03 CEILING AIR REGISTER.
 19.04 MAKE UP AIR LOUVER PER MECH. DWGS

20 - BATHRM EXHAUST FAN PER SPECS.
 20.01 BATHRM EXHAUST DUCT.
 20.02 MECH. DUCT.
 20.03 MECH. EQUIPMENT.

21 - EXTERIOR IMPROVEMENTS
 21.01 ASPHALT PAVING PER CIVIL DWGS.
 21.02 GRAPHICS/PAINT. SEE LAND. DWGS.
 21.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
 21.04 STL. SECURITY GATE, PTD.
 21.05 STL. SECURITY FENCE, PTD.
 21.06 EXTERIOR AREA DRAINS.
 21.07 BENCH.
 21.08 TRENCH DRAIN.
 21.09 TREE, SEE LANDSCAPE DWGS.
 21.10 PLANTING, SEE LANDSCAPE DWGS.
 21.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS.
 21.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
 21.13 EQUIPMENT SCREEN.
 21.14 CONC. WALL @ SITE FENCE.

22 - UTILITIES
 22.01 WATER METER.
 22.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D.
 22.03 ELECTRICAL METER.
 22.04 POWER POLE.

01 - GENERAL REQUIREMENTS	02 - NOT USED	03 - CONCRETE	04 - MASONRY	05 - METALS	06 - WOOD AND PLASTICS	07 - THERMAL & MOISTURE PROTECTION	08 - OPENINGS (SEE DOOR/WINDOW SCHED)	09 - FINISHES (SEE FIN. SCHED)	10 - SPECIALTIES	11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)	12 - FURNISHINGS	13 - SPECIAL CONSTRUCTION	14 - CONVEYING EQUIPMENT (NOT USED)	15 - FIRE SUPPRESSION	16 - PLUMBING	17 - ELECTRICAL	18 - COMMUNICATION	19 - HEATING, VENTILATING, AND AIR-CONDITIONING	20 - BATHRM EXHAUST FAN PER SPECS.	21 - EXTERIOR IMPROVEMENTS	22 - UTILITIES
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ENGINEERING
 CITY OF LOS ANGELES
 Environmental Engineering Division

LICENSED ARCHITECT
 LAWRENCE SORRA
 C21812
 REN 10/31/2023
 STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS
 BUREAU OF ENGINEERING

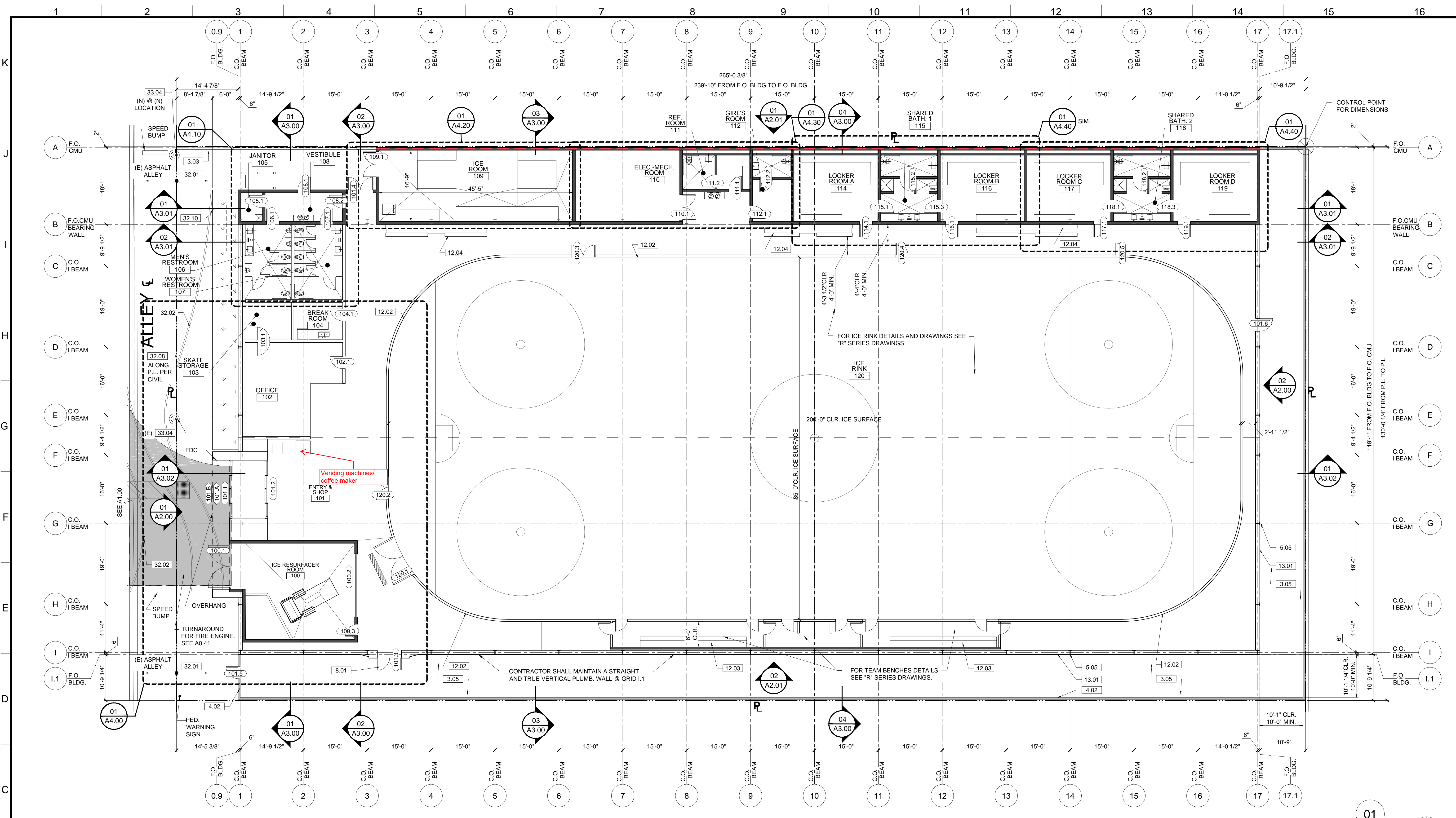
SITE PLAN
 PROJECT: RESEDA SKATE FACILITY
 ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP

ENGINEER: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

WORK ORDER NO. E170121B

SHEET NAME: **A1.00**
 SHEET X OF X SHEETS



ICE RINK FLOOR PLAN

REF: A0.30, A0.50, A1.00, A1.10A, A1.11, A1.12 SCALE: 3/32" = 1'-0"

- KEYNOTES**
NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.
- 01 - GENERAL REQUIREMENTS**
02 - NOT USED
 - 03 - CONCRETE**
3.01 CONC. SLAB ON GRADE PER STRUCT'L.
3.02 CONC. O/MTL. DECK PER STRUCT'L.
3.03 CONC. CURB
3.04 CONC. FOOTING PER STRUCT'L.
3.05 CONC. PAVING PER CIVIL DWGS.
3.06 CONC. SIDEWALK PER CIVIL DWGS.
3.07 CONC. PAD
 - 04 - MASONRY**
4.01 CMU BLDG. WALL
4.02 CMU SITE WALL W/ 2" CMU CAP.
 - 05 - METALS**
5.01 STL. COLUMN PER STRUCT'L. PTD.
5.02 STL. BEAM PER STRUCT'L. PTD.
5.03 HSS POST PER STRUCT'L. PTD.
5.04 HSS BEAM PER STRUCT'L. PTD
5.05 MEMBRANE STRUCTURE I BEAM.
5.06 MTL. DECK.
5.07 MTL. GUARD RAILING.
5.08 MTL. STUD WALL.
 - 06 - WOOD AND PLASTICS**
6.01 W.P. MEMBRANE PER DETL. & SPECS.
6.02 SINGLE PLY PVC ROOFING PER SPECS.
6.03 R-21 RIGID INSULATION @ WALLS.
6.04 UNDERSLAB MOISTURE VAPOR BARRIER
6.05 ROOF DRAIN AND OVERFLOW.
 - 07 - THERMAL & MOISTURE PROTECTION**
7.01 W.P. MEMBRANE PER DETL. & SPECS.
7.02 SINGLE PLY PVC ROOFING PER SPECS.
7.03 R-21 RIGID INSULATION @ WALLS.
7.04 UNDERSLAB MOISTURE VAPOR BARRIER
7.05 ROOF DRAIN AND OVERFLOW.
 - 08 - OPENINGS (SEE DOOR/WINDOW SCHED)**
8.01 STL. DOOR & FRAME, PAINTED.
8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
8.04 DOOR HARDWARE SET PER SCHED.
8.05 EXTERIOR WALL LOUVER.
8.06 EXTERIOR WALL VENT WITH CAP.
8.07 ROLLING STL. DOOR & FRAME.
8.08 ICE RINK GATES
8.09 OVERHEAD GLASS DOOR.
8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
8.11 ROOF ACCESS HATCH.
 - 09 - FINISHES (SEE FIN. SCHED)**
9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT, CONC. FLR. SEAL PER FIN. SCHED.
9.02 RUBBER FLR. PER SPECS.
9.03 PAINT PER SPECS.
9.04 REVEAL PER DETAILS.
9.05 GRAFFITI COATING, TYP. @ ALL EXTERIOR SOLID WALLS.
9.06 GLAZED FINISH ON CMU.
9.07 CERAMIC TILE.
 - 10 - SPECIALTIES**
10.01 MIRROR PER SPECS.
10.02 SIGNAGE.
10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
10.04 GRAB BAR.
10.05 COAT HOOK.
 - 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)**
11.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
11.02 DASHBOARD, NIC.
11.03 BENCH, NIC.
 - 12 - FURNISHINGS**
12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
12.02 DASHBOARD, NIC.
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 - 13 - SPECIAL CONSTRUCTION**
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 - 21 - FIRE SUPPRESSION**
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21.03 FIRE SPRINKLER VALVE ASSEMBLY
21.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
21.05 FIRE SPRINKLER HEAD.
 - 22 - PLUMBING**
 - 23 - HEATING, VENTILATING, AND AIR-CONDITIONING**
23.01 HVAC UNIT PER MECH.
23.02 AIR REGISTER WALL MOUNTED.
23.03 CEILING AIR REGISTER.
23.04 MAKE UP AIR LOUVER PER MECH. DWGS
 - 24 - BLEACHERS, NIC.**
24.05 SCOREBOARD, NIC.
24.06 SKATE RACKS, NIC.
 - 25 - WATER CLOSET PER PLUMBING LEGEND**
25.01 JANITOR MOP SINK.
25.02 PLUMBING VENT PIPE.
25.03 DRINKING FOUNTAIN.
25.04 ULTRA LOW-FLOW TOILET.
25.05 SHOWER HEAD/CONTROLS.
25.06 SHOWER DRAIN.
25.07 AREA DRAIN.
25.08 HOSE BIB.
 - 26 - ELECTRICAL**
26.01 ELEC. PANEL PER PLANS & SCHED.
26.02 EXTERIOR LIGHT PER SCHED.
26.03 INTERIOR LIGHT PER SCHED.
 - 27 - COMMUNICATION**
 - 28 - ELECTRONIC SAFETY AND SECURITY**
28.01 SMOKE ALARM.
28.02 SECURITY CAMERA.
28.03 FIRE ALARM MAIN PANEL.
 - 31 - EARTHWORK**
31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.
 - 23.05 BATHRM EXHAUST FAN PER SPECS.**
23.06 BATHRM EXHAUST DUCT.
23.07 MECH. DUCT.
23.08 MECH. EQUIPMENT.
 - 26.04 SHOWER DRAIN.**
26.05 AREA DRAIN.
26.06 INTERIOR LIGHT PER SCHED.
 - 27.01 BENCH.**
27.02 TRENCH DRAIN.
27.03 TREE, SEE LANDSCAPE DWGS.
27.04 PLANTING, SEE LANDSCAPE DWGS.
27.05 (N) CONCRETE SIDEWALK, CURB.
27.06 GUTTER PER CITY OF LA STANDARDS.
27.07 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
27.08 EQUIPMENT SCREEN.
27.09 CONC. WALL @ SITE FENCE.
 - 32 - EXTERIOR IMPROVEMENTS**
32.01 ASPHALT PAVING PER CIVIL.
32.02 GRAPHICS/PAINT.SEE LAND. DWGS.
32.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
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 - 33 - UTILITIES**
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33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D.
33.03 ELECTRICAL METER.
33.04 POWER POLE.

ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES

ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

PROJECT: RESEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

SHEET TITLE: FLOOR PLAN
SHEET X OF X SHEETS

INDEX NO. CIP NO.

WORK ORDER NO. E170121B

SHEET NAME: A1.10

REQUEST FOR PROPOSAL
Reseda Ice Rink Operation and Management
(CON-M22-001)

INSTRUCTIONS TO PROPOSERS

A. Submitting a Written Proposal

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

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

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

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

B. Submitted Proposals

Proposals accepted by RAP electronically constitute a legally binding contract offer. **Proposals must contain ALL of the following:**

1. Cover Letter

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- Proposing company's legal name (to be used on all documentation associated with this RFP and the resultant Agreement).
- Type of business (corporation, partnership, or sole proprietorship).
- Key names, including title and position.

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- Name of main point of contact; said point of contact will be the only recipient of all information related to this RFP and will function as the equivalent to the Department's Contract Coordinator.
- Complete mailing addresses.
- Telephone and fax numbers (including office and cell numbers as appropriate).
- E-mail addresses, and any other information needed by City staff to contact proposers.
- A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

Proposals submitted in response to this RFP are subject to the California Public Records Act, California Government Code Section 6250 et seq.

If the Proposer claims that a portion of its submission contains information that it would like to protect from disclosure, it must include that notification in its proposal cover letter along with the following statement:

"This proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for it's or the City's refusal to disclose any information this proposer claims as copyrighted material, trade secrets or other proprietary information that is protected from disclosure to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from this disclosure.

2. Minimum Qualifications

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

If this is a new company, partnership, or joint venture formed for the operation of this concession, describe the background and qualifications of each of the partners or principals.

Proposals must contain ALL of the following:

2.1 Ownership Description

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

- 2.1.1** Address
- 2.1.2** Length in business (in years and months)

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Proposers must have at least **ten years** of experience actively operating and managing at least three similar high-performing skating venues.

- 2.1.3** Type: Sole Proprietorship, Partnership, Joint Venture, Corporation or a Limited Liability Company (LLC), etc.
- 2.1.4** Size of company (includes total number of employees and annual gross revenue)
- 2.1.5** Names of persons responsible for operations
- 2.1.6** Any pending mergers (if none, so state in response to this section)
- 2.1.7** Ownership information for all proposed subcontractors

2.2 Description of proposing entity's experience in and knowledge of ice rink facility operation and management.

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 ice rink facility operation and management experience
- 2.2.2** Proposer's years of above experience
- 2.2.3** Extent of any related experience
- 2.2.4** Additional information that demonstrates your qualifications

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

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

- 2.3.1** List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination.
- 2.3.2** List of all contracts which terminated during 2020 and 2021, along with an explanation of the reasons for the termination.

2.4 Current Operations

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

- 2.4.1** Employee hiring, training and promotion policies.
- 2.4.2** Methods and controls for accounting.

2.5 References

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

- 2.5.1** Business References: Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, email addresses, telephone numbers, and the scope of the business relationship.
- 2.5.2** Financial References: Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, email addresses, telephone

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numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

2.6 Financial Capacity

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

2.6.1 Good Standing

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

2.6.2 Amount of Investment Required

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

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

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

2.6.4 Source(s) of Funding

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

- Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof.
- Of the total amount required, indicate the amount that is to be funded through each source.

2.7 Financial Documentation

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

(If a partnership or joint venture, the following must be provided for each of the entities comprising the partnership or joint venture.)

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

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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.

___ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures.

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

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

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

___ A copy of an unconditional, formal letter of commitment from the lender(s);

2.7.3 Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section.

3. Level 1 Requirements – Please see RFP Exhibit C for Level 1 Requirements. Documents in Part I are to be submitted by ALL proposers. Documents listed in Part II are to be submitted only by the proposer selected for the award of the agreement.

4. Proposal and Performance Deposits

All proposals must include a Ten Thousand Dollar (\$10,000.00) Proposal Deposit, per proposal, in the form of a cashier's check only, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into an Agreement with RAP. The selected proposer will have thirty (30) calendar days from the date the Agreement award is approved by City Council, to review, sign and return it to RAP. In the event the selected proposer fails to return the signed Agreement and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the date the Agreement award is approved by City Council, the Agreement is not signed and returned, the City maintains the right to move on to the proposer with the next highest selection ranking.

A Performance Deposit of One Hundred Thousand Dollars (\$100,000.00) will be required from the successful proposer. The Proposal Deposit of the successful proposer will be released upon receipt of the required Performance Deposit, evidence of insurance and execution of the Agreement. In the event that an award is made and the successful proposer fails to execute

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the Agreement and to provide the required Performance Deposit and insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by the Department.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer awarded the Agreement. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Agreement and another proposer is considered for award.

C. Proposal Submittal Information

Deadline for Submission

To be considered, proposals must be received on or before **May 25, 2022** at 1:00 p.m.

Where to Submit your Proposal

The complete proposal package shall be submitted electronically no later than **1:00pm on May 25, 2022**. For the safety of all during the current Covid-19 pandemic proposals will only be accepted electronically. No hard copy or hand delivery of proposals will be accepted. Proposals must be received by the deadline stated above delivered via email to: rap.commissioners@lacity.org or via Dropbox. Please see the "Proposal Submission and Meeting Attendance Instructions" page on the last page of this exhibit for important dates and specific instructions on how to submit the proposal.

Important Notices

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

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

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice and return deposits. All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

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Mandatory Pre-Proposal Conference (Conference)

Date: April 27, 2022
Time: 11:00 a.m.
Location: Via zoom at the following link:
<https://us02web.zoom.us/j/84349612454> or telephonically at (669)
900-6833; Webinar ID: 843 4961 2454

The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. Proposers are required to attend the Conference as an overview of the proposal requirements and the importance of adherence to compliance documents will be presented. **It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.**

Contact with City Personnel

Please direct all comments and questions to the Contract Coordinators. All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows:

Email: Latricia.Jones@lacity.org and Rachel.Ramos@lacity.org

To maximize the effectiveness of the Conference, to the extent possible, proposers should provide questions in writing prior to the Conference. This will enable the Contract Coordinators to prepare responses in advance.

Additional questions may be accepted in writing. However, responses may be deferred and provided as addenda to the RFP at a later date. **All questions must be in writing. Responses to questions will be posted to RAP's website and to www.labavn.org. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after May 4, 2022 at 5:00 PM.**

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

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

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

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(CON-M22-001)

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

D. Document Check

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

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

E. Contractual Arrangements

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

F. Verification of Information

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

G. Cost of Preparation

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

PROPOSAL SUBMISSION AND MEETING ATTENDANCE INSTRUCTIONS

IMPORTANT DATES

<p>APRIL 27, 2022</p>	<p style="text-align: center;"><u>MANDATORY</u> PRE-PROPOSAL MEETING</p> <p>A Mandatory pre-proposal meeting will be conducted at 11:00 A.M., on April 27, 2022 via zoom at the following link: https://us02web.zoom.us/j/84349612454 or telephonically at (669) 900-6833; Webinar ID: 843 4961 2454.</p>
<p>MAY 25, 2022</p>	<p style="text-align: center;">DEADLINE AND SUBMISSION INFORMATION</p> <p>Proposals must be received no later than 1:00 P.M. on May 25, 2022. For the safety of all during the current Covid-19 pandemic responses will only be accepted electronically. No hard copy or hand delivery of responses will be accepted. One complete proposal should be submitted via email to: rap.commissioners@lacity.org If the proposal contains confidential information, an additional redacted, electronic copy of the proposal must be submitted with all required materials. Responses must be received by the deadline.</p> <p>Each submission file must be 20 megabytes (MB) or smaller or broken up into multiple files not to exceed 20MB each. The response must have <u>CON-M22-001 Reseda Ice Rink Operation and Management RFP</u> in the subject line of the submission. If more than one file is sent in response, each email must be noted as part number of a series of how many in number total included in the subject line with the response title part one of X number total (for example <u>CON-M22-001 Reseda Ice Rink Operation and Management RFP – Part 1 of 3</u>). Each original response must include the proposal documents, all pages, with any Addenda, and all required information, forms and documentation with original initials and signatures.</p> <p>Proposals may also be submitted via Dropbox. For submissions using only Dropbox, the maximum file size is 2 GB. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link: https://www.dropbox.com/request/mRIEW2uza6INqrfhyFzC. Please have <u>CON-M22-001 Reseda Ice Rink Operation and Management RFP</u> and the company name in the subject line of the submission.</p> <p>Documents that must be completed and included in addition to the proposal are listed on the “Proposal Checklist” page found as an attachment to the RFP. All submitted proposals must show the RFP title, “Reseda Ice Rink Operation and Management RFP”, and the Proposer’s name and address.</p> <p>Proposers are invited, but not required, to be present at the time of RFP opening at the time indicated. Proposers may join at: https://us02web.zoom.us/j/83503955546 or via phone at: 669 900 6833 Webinar ID: 835 0395 5546. ONLY THE NAME OF THE PROPOSERS WILL BE READ AND RECORDED. City staff will then review the proposal and MAY make recommendations to the Board (at a date to be determined) on the successful proposal (if any) and award for the Commission’s consideration. NO Facsimile proposals or facsimile modifications of proposals will be accepted. Supplemental material may be requested by the City and shall be submitted by the proposer in original form at the address stated above. Failure to submit a complete original proposal as required may result in your proposal being deemed non-responsive.</p>

PROPOSAL DEPOSIT

As part of the required proposal submission items, proposal deposits must also be received no later than **1:00 P.M.** on **May 25, 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.

PROPOSAL CHECKLIST

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

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

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

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

REQUEST FOR PROPOSAL
Reseda Ice Rink Operation and Management
(CON-M22-001)

LEVEL 1 REQUIREMENTS**PART I (These items are to be included by all Proposers)**

As part of the RFP process, all proposers are to review, complete, and submit the following items with their proposal.

Information, related forms, and instructions are located in Exhibit D of the RFP (“Compliance Documents”). Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

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

The following documents MUST be included with your proposal:

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

REQUEST FOR PROPOSAL
Reseda Ice Rink Operation and Management
(CON-M22-001)

and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Regional Alliance Marketplace for Procurement (www.rampla.org). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

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

8. Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form 50 (Section I.H of Exhibit D)
Please read the instructions in Exhibit D.
9. Prohibited Contributors – Compliance with Los Angeles City Charter Section 470(c)(12) - CEC Form 55 - (Measure H) (Section I.I of Exhibit D)
Please read the instructions in Exhibit D.
10. Federal Tax ID Number and Form W-9 (Section I.J of Exhibit D)
Complete and submit an original Form W-9 with your proposal. The name on the W-9 must match the proposer's legal business name, as listed on the Proposer's Signature Declaration and Affidavit.
11. Iran Contracting Act of 2010 Compliance Affidavit (Section I.K of Exhibit D)
Please complete, sign, and submit the form with the proposal.
12. Pro-Forma Template (Exhibit G)
13. Financial Offer Form (Exhibit H)
14. Terms and Conditions Acceptance Form (Exhibit I)

**REQUEST FOR PROPOSAL
Reseda Ice Rink Operation and Management
(CON-M22-001)**

PART II (These items are to only be submitted by the Proposer selected for award)

Only the proposer selected for award of this agreement shall submit the following additional required items prior to execution of the Agreement within thirty [30] calendar days from the date the agreement award is approved by City Council:

16. Americans with Disabilities Act Certification (Section II.L of Exhibit D)
Please complete, sign, and submit form.
17. Business Tax Registration Certificate (Section II.M of Exhibit D).
Please complete and submit.
18. Certification of Compliance with Child Support Obligations (Section II.N of Exhibit D)
Please complete, sign, and submit form.
19. Contractor Responsibility Ordinance – Pledge of Compliance (Section II.O of Exhibit D)
Please complete, sign, and submit form.
20. Los Angeles Residence Information – Percentage of Workforce Residing in Los Angeles (Section II.P of Exhibit D)
Please complete and submit.
21. Living Wage Ordinance (LWO) – additional related forms from item 1.F. above (Section II.Q of Exhibit D)
 - Form LW-5 – To be completed by subcontractors and submitted to selected proposer (prime contractor) within 90 days of subcontract execution. Prime contractor retains form.
 - Form LW-6 – To be completed by selected proposer and submitted to Concession’s Analyst within 30 days of contract execution.
 - Form LW-18 – To be completed by selected proposer and submitted to Concession’s Analyst within 30 days of contract execution.
22. Disclosure Ordinance Affidavit (Section II.R of Exhibit D)
Please read the instructions in Exhibit D.
23. City-approved Proof of Insurance. (Exhibit F)
Please submit a copy of documentation showing proof of insurance. Also, upload insurance to Track4LA™ (now known as KwikComply™) which is the City’s online insurance compliance system that uses the standard insurance industry ACORD Form 25 Certificate of Liability Insurance, in electronic format. KwikComply ca be found at <https://kwikcomply.org>.

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

**REQUEST FOR PROPOSAL
Reseda Ice Rink Operation and Management
(CON-M22-001)**

date the contract is approved by City Council, the contract is not signed and compliance documents not submitted and received by the Board Office, the City maintains the right to move on to the proposer with the next highest selection ranking.



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

EXHIBIT D

COMPLIANCE DOCUMENTS

REQUEST FOR PROPOSAL

Special Operations Branch
Concessions Unit
221 North Figueroa Street, Suite
180 Mail Stop 625-26
Los Angeles, CA 90012 Telephone:
(213) 202-3280
Fax: (213) 202-2678
Web: www.laparks.org/proposal.htm

January 2020



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSAL

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- C. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program
- D. Contractor Responsibility Ordinance Statement
- E. Equal Benefits Ordinance Affidavit (EBO) / First Source Hiring Ordinance (FSHO)
- F. Living Wage Ordinance (LWO) / Service Contract Worker Retention Ordinance (SCWRO)
- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance – Bidder Certification CEC Form 50
- I. Prohibited Contributors – CEC Form 55
- J. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- K. Iran Contracting Act of 2010 Compliance Affidavit

SECTION II – Compliance Documents to be submitted by Selected Proposer

- L. Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance – Pledge of Compliance
- P. Los Angeles Residence Information
- Q. Living Wage Ordinance (LWO) – Additional related forms
- R. Disclosure Ordinance Affidavit



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION I

Compliance Documents to be Submitted with Proposals

Section A

PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

SECTION A**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each proposal, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive, the response is not made in the interest or on behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and, the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

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

Signatures:

Individual: (e.g., Individual dba [Name or Company], etc) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the corporation. An acknowledgement at the base of the Resolution must state that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, _____

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

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

is of _____ (Name of firm / business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ (Signature)

_____ (Month / Year) _____ (Title)

_____ (Notary Public) _____ (Date)

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

Section B

DISPOSITION OF PROPOSALS

SECTION B
DISPOSITION OF PROPOSALS

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

INSTRUCTIONS:

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

Signatures:

The person signing must be authorized to bind the proposer.

Disposition of Proposals

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

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

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

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability 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.

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

Signature of person authorized to bind proposer

Date

Section C

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

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

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

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

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

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

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

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

INSTRUCTIONS:

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

Section D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website: bca.lacity.org

INSTRUCTIONS:

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

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

1. What is the Contractor Responsibility Ordinance?

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

2. When was the Ordinance adopted?

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

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

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

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

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

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

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

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

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

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

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

5. When did the Ordinance become applicable?

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

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

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

7. What is a Responsibility Questionnaire?

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

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

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

9. Is a separate Questionnaire required for each IFB?

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

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the 14 calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

16. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website:
<http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

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

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
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City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
----------------	------	-------	-----

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.

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

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

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

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

Partnership: Date formed: ____/____/____ State of formation: _____

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

Sole Proprietorship: Date started: ____/____/____

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

Joint Venture: Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

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

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

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

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

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

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

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

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

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

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

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

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

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

Yes **No**

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

Yes **No**

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

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

Yes **No**

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

G. COMPLIANCE

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

Yes **No**

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

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

Yes **No**

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

SERVICE

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

Yes **No**

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

H. BUSINESS INTEGRITY

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

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

Yes **No**

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

Yes **No**

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

Yes **No**

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

Yes **No**

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

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

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

OTHERS

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

Section E

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

SECTION E
EQUAL BENEFITS ORDINANCE AFFIDAVIT
AND
FIRST SOURCE HIRING ORDINANCE (FSHO)

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to award of a City contract that exceeds Twenty Five Thousand Dollars (\$25,000.00). The affidavit shall be valid for a period of three (3) years from the date it is first **uploaded** onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the City's BAVN.

Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

INSTRUCTIONS:

- a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org.

Section F

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

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

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

INSTRUCTIONS:

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

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

**CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)**

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

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

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

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
 (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO EXEMPTION APPLICATION

OCC APPROVAL REQUIRED

This application for exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

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

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone #: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of the State or Federal grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient <input type="checkbox"/> CFAR: Employing Fewer than Five Employees <input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs <input type="checkbox"/> CFAR: Exemption for Certain Employees	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
_____ Print Name of Person (Contractor) Completing This Form	_____ Signature of Person (Contractor) Completing This Form
_____ Title	_____ Phone #
	_____ Date
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Contact: _____ Phone #: _____ Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By Analyst: _____	Date: _____

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

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

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

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

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

AWARDING DEPARTMENT USE ONLY:

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

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO SMALL BUSINESS EXEMPTION APPLICATION

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Sublessee or Sublicensee? Yes No If YES, state the name of your Prime Lessee or Prime Licensee:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____
6. Location of lease or license: _____

WORKFORCE INFORMATION

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

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

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

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

Print Name of Person Completing this Form	Signature of Person Completing this Form
Title	Phone # Date

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

AWARDING DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved / Not Approved – Reason: _____
 By Analyst: _____ Date: _____

LWO EMPLOYEE WORKSHEET

This worksheet must be completed for **EACH** company or business for which you have a controlling interest, **whether or not it is on City premises**. You may **COPY THIS FORM** as necessary for **EACH** company. Include the names of **ALL PERSONS** employed by **EACH** company, and the number of hours worked each month for the current year.

1. Company Name: _____ Company Phone: _____

2. Company Address: _____

3. Enter # of Hours worked:	HOURS WORKED												
EMPLOYEE NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
4. TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5. Check each box indicating which nine (9) months you would like be reviewed:

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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6a. TOTAL HOURS for the nine (9) months selected in 5 above : _____ 6b. DIVIDE 6a by 9: _____ 6c. Is 6b less than 1,214? YES NO

7. If 6c is NO, then this contract IS **NOT ELIGIBLE FOR AN EXEMPTION**. If YES, **SIGN** and **ATTACH** this form to LW-26A.

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

Print Name of Person Completing this Form	Signature of Person Completing this Form
Title	Phone # Date

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

CITY OF LOS ANGELES**Service Contractor Worker Retention Ordinance
(Los Angeles Administrative Code Section 10.36 et seq.)****1. What is the Service Contract Worker Retention Ordinance?**

The Service Contract Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

Section G

BUSINESS INCLUSION PROGRAM

SECTION G
BUSINESS INCLUSION PROGRAM

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

INSTRUCTIONS:

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed at Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org.

All BIP outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The Recreation and Parks anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

B. DEFINITIONS

- I. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://www.lacity.org/BCA>
 - 2) CalTrans
Caltrans Division of Procurement and Contracts/Material and
Distribution Branch/Publication Unit
1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>
 - 3) Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
 - 4) Southern California Minority Business Development Council, Inc. (for
a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,

unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Regional Alliance Marketplace for Procurement (RAMP). RAMP can be accessed by going to the City's Webpage (<http://www.rampla.org>) and linking onto "Bids, RFPs & Grants" or directly at www.rampla.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

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

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

1. Email RAMP Support at support@rampla.org.
2. Email the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

2	ATTENDED PRE-BID MEETING
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer’s company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the PAMPs BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on RAMP. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

Note: City staff will access RAMP and verify compliance with this indicator after the RFP submission deadline.

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16

21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing RAMP's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

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

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access RAMP and verify compliance with this indicator after the RFP submission deadline.

6	NEGOTIATED IN GOOD FAITH
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work

for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using RAMP.

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subconsultant who submitted the bid/quote;
 - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of RAMP must be documented on the online Summary Sheet.**

The summary sheet must be performed using RAMP's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with , the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize RAMP's summary sheet function will result in their RFP response being deemed non-responsive.

Note: Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the RAMP's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access RAMP and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on RAMP prior to being awarded the contract.

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

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

Note: At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access RAMP and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the RAMP's BIP Outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 - 1) Name of company contacted; contact person and telephone number; date and time of contact.
 - 2) Response for each item of work which was solicited, including dollar amounts.
 - 3) Reason for selection or rejection of sub-bid prospect.
 - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

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

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

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

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

3. Final Subcontracting Report (Schedule C)

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

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

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

I. AWARD OF CONTRACT

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

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

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

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

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

Signature of Person Completing this Form

Printed Name of Person Completing this Form

Title

Date

MUST BE SUBMITTED WITH PROPOSAL

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

Project Title	Contract No.
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Consultant	Address
Contact Person	Phone/Fax

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

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

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

Section H

MUNICIPAL LOBBYING ORDINANCE (MLO)

SECTION H
MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at: http://ethics.lacity.org/pdf/laws/law_mlo.pdf

INSTRUCTIONS:

- a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



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:

Awarding Authority (Department):

Name of Bidder:

Phone:

Address:

Email:

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: _____

Signature: _____

Name: _____

Title: _____

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.

Section I

PROHIBITED CONTRIBUTORS – CEC FORM 55

SECTION I
PROHIBITED CONTRIBUTORS – CEC FORM 55

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth One Hundred Thousand Dollars (\$100,000.00) or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B). A copy of the charter section can be found at <https://www.lacity.org/your-government/government-information/city-charter-rules-and-codes>.

INSTRUCTIONS:

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of the proposer's subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more must be included on CEC Form 55 (Schedule B).



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): _____

Date Bid Submitted: _____

Description of Contract (title of RFP and services to be provided): _____

City Department Awarding the Contract: _____

BIDDER INFORMATION

Name: _____

Address: _____

Email: _____ Phone: _____

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): _____

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: _____ Signature: _____

Name: _____

Title: _____



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: _____ 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: _____

Name: _____ Title: _____

Address: _____



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 B — SUBCONTRACTORS AND THEIR PRINCIPALS

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

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Section J

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

SECTION J
FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER (TIN) AND CERTIFICATION

RAP requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification" from all entities (vendors, operators, concessionaires, etc.) doing business with RAP in order for RAP to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

INSTRUCTIONS:

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <http://www.irs.gov/Forms-&-Pubs>.

Section K

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE
AFFIDAVIT**

SECTION K
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

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

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

INSTRUCTIONS:

- a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
- b. If the proposed contract is not estimated to be worth One Million Dollars (\$1,000,000.00) or more, proposers are not required to submit this form.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION II

Compliance Documents to be Submitted by Selected Proposer

Section L

AMERICANS WITH DISABILITIES ACT CERTIFICATION

<p style="text-align: center;">Section L Americans with Disabilities Act Certification</p>
--

Both Federal and State law prohibit discrimination against people with disabilities. The Americans with Disabilities Act (ADA) is a Federal civil rights law designed to ensure equal access, full inclusion and participation for people with disabilities or impairments. In addition, the State of California has its own disability rights laws, codes, and regulations. Under both Federal and State law, people with disabilities are entitled to full and equal access to places of public accommodation, transportation carriers, lodging places, recreation and amusement facilities, and other business establishments where the general public is invited.

INSTRUCTIONS:

- a. All selected proposers must submit a completed and signed Certification Regarding Compliance With The Americans With Disabilities Act form.

**CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Section M

BUSINESS TAX REGISTRATION CERTIFICATE

Section M
Business Tax Registration Certificate

Pursuant to Los Angeles Municipal Code (LAMC), Chapter 2, Art. 1, Sec. 21.03 (Imposition of Tax), persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. All individuals or entities conducting business activities within the City of Los Angeles are required to apply for and obtain a Business Tax Registration Certificate with the City of Los Angeles, Office of Finance. Certain organizations, which are conducted solely for charitable or religious purposes, may be entitled to receive tax-exempt registration certificates upon application and qualification.

Additional information can be found at <http://finance.lacity.org>.

INSTRUCTIONS:

- a. All selected proposers must submit a completed Business Tax Registration Certificate Number Or Business Tax Exemption Number form.

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER										LINE		TYPE				
										-						

New format:

ACCOUNT NUMBER														LINE		TYPE				
														-						

State effective dates here: _____ to _____

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

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

Exemption Number:

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

Explanation:

Section N

CHILD SUPPORT OBLIGATIONS

Section N
Certification of Compliance with Child Support Obligations

Pursuant to the Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all federal employment reporting requirements and Wage and Earning Assignment Orders and acknowledge the City's practice of cooperation with the District Attorney's enforcement efforts to collect child support owed by City employees.

INSTRUCTIONS:

- a. All selected proposers must submit a completed and signed Certification of Compliance With Child Support Obligations form.

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business Address

Signature of Authorized Office or Representative Print Name

Title Telephone Number

Section 0

CRO PLEDGE OF COMPLIANCE

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Section P

LOS ANGELES RESIDENCE INFORMATION

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the businesses taxes they remit. The City Council, January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Address

II. Total Number of Employees in the Organization: _____

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Section Q

LIVING WAGE ORDINANCE

Additional related forms from Section F

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED by the **PRIME CONTRACTOR**.**

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

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

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

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

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

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

- As of July 1, 2020, a wage of at least **\$15.00 per hour with health benefits** of \$1.25 per hour, or **\$16.25 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, **available on the Bureau of Contract Administration website at <https://bca.lacity.org/equal-employment-opportunity-enforcement>**, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: _____
4. Amount of Subcontract: _____ Subcontract Start Date: ___/___/___ End Date: ___/___/___

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2020, a wage of at least **\$15.00 per hour with health benefits** of \$1.25 per hour, or **\$16.25 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. STATE the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

AWARDDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

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

SECTION II: SUBCONTRACTOR INFORMATION

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

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

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

SECTION II: SUBCONTRACTOR INFORMATION (continued)

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

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

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

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

SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO

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

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

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

1) Employee Information Form	LW-6 - https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf
2) Subcontractor Information Form	LW-18 - https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - https://bca.lacity.org/Uploads/lwo/Template_LW%205%20COC%20rev%209-18-2018.pdf

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

_____ Signature of Person Completing This Form

Print Name of Person Completing This Form

_____ Date

Title Phone #

AWARDING DEPARTMENT USE ONLY:

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

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
- (2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

² **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.

(a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

(b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.

³ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.

(a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the for a company or entity is located.

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

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

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

⁴ **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.

⁵ **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

⁶ **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

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

Section R

DISCLOSURE ORDINANCE AFFIDAVIT

<p>SECTION R</p> <p>DISCLOSURE ORDINANCE (DO) AFFIDAVIT</p>

Effective April 1, 2019, the Disclosure Ordinance (DO) Affidavit will include the Disclosure of Border Wall Contracting Ordinance, the Slavery Disclosure Ordinance, and the new NRA Disclosure Ordinance.

Unless otherwise exempt, in accordance with the provisions of the Disclosure of Border Wall Contracting Ordinance (Ordinance No. 185600), any contract awarded pursuant to the RFP will be subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code.

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (Ordinance No. 175346), any contract awarded pursuant to the RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Unless otherwise exempt, in accordance with the provisions of the Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance (Ordinance No. 186000), any contract awarded pursuant to the RFP will be subject to the Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance, Section 10.52 of the Los Angeles Administrative Code.

Proposers seeking additional information regarding the requirements of the Disclosure of Border Wall Contracting Ordinance, the Slavery Disclosure Ordinance, and the NRA Disclosure Ordinance, may visit the Bureau of Contract Administration's website at www.bca.lacity.org.

INSTRUCTIONS:

- a. All Proposers shall complete and electronically sign the Disclosure Ordinance (DO) Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of the City contract.

SAMPLE
AGREEMENT
FOR
RESEDA ICE RINK
OPERATION AND MANAGEMENT
Between

THE CITY OF LOS ANGELES DEPARTMENT OF
RECREATION AND PARKS

And

OPERATOR

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SAMPLE AGREEMENT
RESEDA ICE RINK OPERATION AND MANAGEMENT

THIS AGREEMENT is made and entered in this _____ day of _____, 20__, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through the Department of Recreation and Parks ("RAP"), and *[INSERT OPERATOR NAME]* ("OPERATOR").

WHEREAS, RAP seeks to hire a company to oversee operation and management of the Reseda Ice Rink; and

WHEREAS, RAP, finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks sufficient and necessary personnel to undertake these specialized professional services; and

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

WHEREAS, RAP finds 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 Reseda Ice Rink Operation and Management; and

WHEREAS, RAP received and evaluated xx proposals from facility management companies; and

WHEREAS, OPERATOR scored the highest-ranking among xx proposers, and was selected to operate and manage the Reseda Ice Rink in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, OPERATOR desires to enter into this AGREEMENT to assist RAP in providing the public with premium, high-quality patron and community experience and services at the Reseda Ice Rink.

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 forth:

AGREEMENT:	This AGREEMENT consisting of thirty-five (35) pages and Exhibits (A thru N) attached thereto.
ANNUAL MANAGEMENT FEE:	The annual compensation <i>OPERATOR</i> will receive for their services as specified in Section 6.
ANNUAL MANAGEMENT FEE DETAIL:	<i>OPERATOR'S</i> general and administrative costs for operating the FACILITY, which are further described on Exhibit M [to be specified based on the winning proposal]
BOARD:	Board of Recreation and Park Commissioners.
CITY:	The City of Los Angeles
CITY'S FF&E	CITY's cost to equip the FACILITY with furnishings, fixtures and equipment sufficient to allow operation of the FACILITY for its intended purposes as provided in Section 5P except for the OPERATOR'S EQUIPMENT and furnishings covered in OPERATOR'S ANNUAL MANAGEMENT FEE DETAIL.
CITY'S OPERATING EXPENSES:	Shall consist of: (i) UTILITY, COSTS, (ii) REIMBURSABLE EXPENSES, (iii) TRANSITION EXPENSES, (iv) CITY'S FF&E COSTS and (v) the ANNUAL MANAGEMENT FEE. CITY'S OPERATING EXPENSES shall be calculated in compliance with this AGREEMENT, Generally Accepted Accounting Principles (GAAP), City Controller's policies and procedures, the City Charter and the LAAC.
EFFECTIVE DATE:	The date specified in Section 4 of this AGREEMENT that signifies the commencement of the term of the AGREEMENT.
FACILITY:	Reseda Ice Rink, located at 18128 and 18210 Sherman Way Reseda, CA 91335

GENERAL MANAGER	The General Manager of the City of Los Angeles Department of Recreation and Parks
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
MANAGEMENT STAFFING COSTS:	All costs related to providing personnel for the following positions: [<i>OPERATOR'S</i> approved positions].
EXECUTIVE DIRECTOR:	The <i>OPERATOR</i> employee designated as the Reseda Ice Rink Executive Director to oversee, operate and manage the FACILITY.
<i>OPERATOR'S</i> EQUIPMENT:	<i>OPERATOR'S</i> costs to satisfy <i>OPERATOR'S</i> obligation to provide <i>OPERATOR'S</i> concession furniture and equipment pursuant to Section 5Q hereof.
PREMISES:	The geographical area, as defined in SECTION 3 of this AGREEMENT, including the FACILITY
RAP:	The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners or General Manager
REIMBURSABLE EXPENSE:	A purchase, lease or operating expense paid by <i>OPERATOR</i> on behalf of RAP, including but not limited to sound system and video equipment and other related expenses, lighting system and any other equipment other than equipment procured as a part of the ANNUAL MANAGEMENT FEE DETAIL.
TERM:	[INSERT EFFECTIVE DATE AND CONTRACT EXPIRATION DATE]
TRANSITION EXPENSE:	An expense incurred by <i>OPERATOR</i> prior to the commencement TERM in connection with <i>OPERATOR'S</i> preparation to transition and perform the services hereunder [final amount subject to the terms of the winning proposal].

SECTION 2. RIGHTS AND RESPONSIBILITIES

The CITY hereby grants to *OPERATOR*, subject to all of the terms and conditions of this AGREEMENT, the right to provide operational oversight and coordinated management of the

Reseda Ice Rink facility; and to act as RAP'S agent working with and under the direction of RAP staff with respect to the day to day operations of the FACILITY.

OPERATOR shall manage and operate the FACILITY on a year-round basis per applicable CITY and RAP codes, rules, regulations, ordinances, and laws regarding public/private access.

OPERATOR shall provide food and beverage vending services at the Reseda Ice Rink as required by RAP. **[MAY INSERT ADDITIONAL LANGUAGE IF MORE ROBUST F&B IS PROPOSED]**

OPERATOR shall be required to submit copies of all sponsorship AGREEMENTS that relate to and/or affect the FACILITY, including in-kind, barter and cash sponsorships, throughout the term of the AGREEMENT (see SECTION 8 "Sponsorships, Marketing and Branding," for details).

OPERATOR, in conjunction with RAP, shall participate and organize at RAP'S request certain community-oriented operations and FACILITY related services such as security measures, community meetings and other duties described below.

OPERATOR shall collect all fees for FACILITY services, maintain RAP-approved accounting records for the FACILITY, pay for and obtain all licenses, permits and insurance (Insurance Requirements and Instructions, Exhibit B) (excluding insurance for CITY'S personal property and/or business interruption) necessary for the operations granted, and perform or supervise *OPERATOR* and subcontractor employees in the performance of all other tasks related to the operations granted.

CITY reserves the right to develop or improve the PREMISES as needed, without interference or hindrance; however the CITY shall consider and request *OPERATOR*'s views and operational perspectives.

SECTION 3. PREMISES

The PREMISES (hereinafter referred to as PREMISES) to be authorized for use by *OPERATOR* shall only include:

The Reseda Ice Rink Building which consists of the ice rink, locker rooms, skate rental area, concession areas, seating areas, office space; the outdoor roller hockey rink and surrounding plaza; and ancillary support space.

OPERATOR shall not use or permit the FACILITY to be used, in whole or in part, for any other purpose other than as set forth in this AGREEMENT except with prior, written consent of RAP, nor allow any use in violation of any present or future laws, ordinances, rules and regulations relating to sanitation or the public health, safety or welfare of operations at and use of the FACILITY. *OPERATOR* hereby expressly agrees at all times during the term of this AGREEMENT, to maintain, use and operate the FACILITY in a safe, clean, wholesome and sanitary condition, and in compliance with any and all present and future laws, ordinances and rules and regulations relating to public health, safety or welfare and RAP standards.

In addition to the PREMISES, CITY may provide *OPERATOR* with additional parking sites. These additional areas may not be used for purposes other than to park vehicles of ice rink patrons, employees of *OPERATOR* and subcontractor employees and licensees at the FACILITY, unless otherwise approved in advance by RAP.

CITY undertakes and agrees to deliver to *OPERATOR* the PREMISES described in Exhibit C for use by *OPERATOR* in accordance with this AGREEMENT.

SAMPLE

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be ten years plus one five-year extension option, commencing on XXXXXXXXXXXX.

Neither City, nor any BOARD member, officer, or employee thereof shall be liable to OPERATOR in excess of the then-applicable ANNUAL MANAGEMENT FEE and CITY'S OPERATING EXPENSES because of any action taken to revoke, decline to exercise an option or disapprove a renewal of the AGREEMENT.

SECTION 5. SERVICES TO BE PROVIDED AND OPERATING RESPONSIBILITIES [THIS SECTION MAY BE REVISED SUBJECT TO THE WINNING PROPOSAL]

OPERATOR shall, at all times, provide the following services and comply with the following conditions:

1. Year-round operational oversight and management of the Facility, ensuring innovative and emerging ice rink operations, including next and best industry standards.
2. Provide all required interior and exterior facility equipment, maintenance and landscaping.
3. Manage and book the Facility calendar for open skate, training, and team practices. Offer and run public and private programming for various diverse groups to use the Facility.
4. Develop and manage all social media, marketing, website, branding and communications in consultation with RAP.
5. Provide all skating equipment for both ice and roller hockey rental and use. Managing equipment rentals, including repair and replacement schedules. Manage and operate public pricing, fee schedules and rentals for equipment and Facility use (to be approved annually by RAP). All skate and rink rental revenue shall be remitted to RAP.
6. Ensure all Los Angeles youth are afforded equitable opportunities for rink access and use in conjunction with the Department of Recreation and Parks PlayLA Youth & Adaptive Sports Program or other Department programming.
7. Manage sign-ups for sports programs through the RAP registration process for the PlayLA program.
8. Sponsorship and branding sales and revenue generation management.
9. Prepare an operating budget, monthly financial reports, marketing plans and pro-forma for the length of the agreement, including an accounting detailing all revenues and expenditures for each event. Submit audited financials on an annual basis.
10. Coordinate and collaborate with patrons before, during and after tournaments and special events.
11. Coordinate with RAP on the management of City bank accounts for Facility operation.
12. Maintain public and staff ingress and egress to the Facility at all times
13. Be accessible to the surrounding community to answer questions and to collaborate on all aspects of the operation.
14. Perform annual Fire/Life testing of the Facility through a licensed vendor in conformance with LAFD Regulations 4.
15. Ensure the facility is always in a safe and clean condition and maintain a current Facility and Equipment Maintenance plan.
16. Preventive and Routine Servicing of Equipment. These costs shall be included as part of the Annual Management Fee and not to be considered a reimbursable expense. All normal maintenance items shall be included for all equipment to ensure compliance with specified warranties along with protecting the expected lifespan of the equipment. Additional items may be requested by RAP, including repair or replacement. Should a request be made and

a mutually agreed upon scope and cost be reached, said cost would be a REIMBURSABLE EXPENSE as per agreement.

17. Meet regularly with designated RAP contract administrator.
18. Market the Facility for filming opportunities or other special events (private or public).
19. Collaborate with RAP in the opening of the new Facility.
20. Procure and pay monthly bills for trash removal, telephone and internet services for Operator's offices at the Facility. All other utilities shall be provided by RAP.
21. Provide office equipment (computers, copiers, etc.) and office furniture for Operator or City designated offices at the Facility.
22. Coordinate with City staff on use of the Facility for City-sponsored events at no charge to the City. The number of City-sponsored events per contract year shall be negotiated between the Operator and RAP.
23. Provide day to day custodial services.
24. Fabricate, produce, stock, and sell, subject to RAP approval, Reseda Ice Rink merchandise or RAP Department apparel. Proposers should include in their proposal the percentage of net sales of all Reseda Ice Rink merchandise sold that they will retain and what share will go to RAP and indicate proposed percentage in their proposal.
25. Install vending machines and ensure that they are routinely stocked and serviced. This may be sub-contracted to a third-party vendor. All revenues from vending shall be remitted to RAP.

A. CONCESSION RIGHTS AND RESPONSIBILITIES [IF CONCESSION IS PROPOSED]

B. Fiscal Responsibilities

OPERATOR shall act as RAP's fiscal agent for the FACILITY. *OPERATOR* will collect all fees associated with FACILITY operations, and will ensure proper accounting for all monies collected and any interest earned in accordance with generally accepted accounting principles.

1. *OPERATOR* shall ensure rink users submit any required advance deposits, and any other fees for their events and remit.

2. Receipts

- a. On request, *OPERATOR* shall offer receipts to customers for every transaction.
- b. *OPERATOR* shall at all times have a sign placed 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 for this transaction is not provided on request, please contact Department of Recreation and Parks - Concessions Unit at (213) 202-3280."

C. Hours / Days of Operation

The Facility must be made available to Youth under the age of 18, at a minimum, as follows: for the Ice Rink: fifty-one percent (51%) of the Youth Available Hours; and for the Roller Rink: ninety percent (90%) of the Youth Available Hours. Youth Available Hours are as follows:

(i) between 6:30 A.M. (PT) and 7:30 A.M (PT) on school days recognized by the Los Angeles Unified School District.

(ii) between 3:00 P.M. (PT) and 9:00 P.M. (PT) on school days recognized by the Los Angeles Unified School District.

(iii) between 8:00 A.M. (PT) and 10:00 P.M. (PT) on all weekends, school holidays, and school vacation days as each are recognized by the Los Angeles Unified School District.

D. *OPERATOR* shall be accessible to the surrounding community to address questions and concerns and to collaborate on all aspects of FACILITY operations.

E. **Website and Social Media**

OPERATOR will coordinate with RAP and its website vendor to develop a website dedicated to the FACILITY and manage current event and promotional content on the website, including but not limited to, updating event calendar, FACILITY information, and ticketing. *OPERATOR* will coordinate resolution of any potential issues with RAP and its website vendor. *OPERATOR* will coordinate and manage all social media apps for the Facility including, but not limited to Twitter, Facebook, Instagram or other designated social media outlets. *OPERATOR* shall install Wi-Fi (subject to RAP approval) at the facility and provide designated City staff with access to the FACILITY's highest available Wi-Fi access, including log in information and passwords.

F. **Operating Budget**

OPERATOR will prepare and submit the following reports: an annual FACILITY operating budget; monthly revenue reports; annual branding campaign; outreach program summary; cash outflow projections submitted on or before April 1 each year; and pro-forma for the length of the AGREEMENT. In addition, *OPERATOR* will submit audited profit and loss statements on an annual basis. RAP may request additional reports to assist RAP with managing the FACILITY. *OPERATOR* will cooperate with RAP to provide the requested reports. *OPERATOR shall* change or modify reports from time to time to include additional information as may be required by RAP.

G. **Filming**

It is the policy of the CITY to facilitate the use of CITY properties as film locations when appropriate. RAP has established a Park Film Office to coordinate the use of park property for film production purposes. All fees for use of park property by film production companies shall be established and collected in accordance with CITY and RAP policies. *OPERATOR* shall charge any fees for film production conducted at FACILITY and for filming on the PREMISES, such uses and fees subject to prior RAP approval. All filming fees shall be remitted to RAP.

H. *OPERATOR* will work with private entities to book the FACILITY for private events throughout the year, while adhering to the operating hours specified in Section 5C.

I. **Customer Satisfaction Surveys**

OPERATOR shall be responsible to ensure Customer Satisfaction Surveys are conducted on a regular basis. The Customer Satisfaction Survey measures the quality of service being delivered to patrons, which rates service in five (5) separate categories. *OPERATOR* will provide summary reports to RAP on June 15, September 15 and November 15 for all events held in the previous period. RAP shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in the form of e-mail messaging QR codes, website link, or other methods as may be determined by *OPERATOR*.

J. **Community Engagement**

1. *OPERATOR* shall work in conjunction with RAP's designated staff and work collaboratively to address all issues related to community engagement and outreach.
2. *OPERATOR* will establish and maintain a telephone 'hotline' to accommodate public feedback and develop a log to monitor response times and respond to calls within 24 to 48 hours.

K. **Citywide Outreach**

OPERATOR shall coordinate and cooperate with RAP to develop strategies to outreach to vulnerable youth to provide access and programming at the FACILITY.

L. **Cleanliness**

OPERATOR shall ensure the FACILITY and PREMISES are always maintained in a safe and clean condition and will keep the PREMISES, including the ice rink building, parking lots, roller rink and plaza clean, uncluttered, and sanitary at all times. *OPERATOR* shall work with custodial subcontractors to provide all necessary janitorial services to maintain PREMISES, restrooms and public areas according to CITY standards. *OPERATOR* agrees to respond to any instruction of RAP and correct conditions immediately or to provide a written response within twenty-four (24) hours of necessary corrective action.

OPERATOR shall not permit any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, to remain on the PREMISES, and *OPERATOR* shall prevent any such matter or material from being or accumulating upon PREMISES.

OPERATOR shall ensure that all garbage or refuse is collected at the PREMISES, and taken to the main dumpster, as often as necessary and in no case less than twice a week. This includes scheduling garbage pick-up from the main dumpster. This expense is included in the ANNUAL MANAGEMENT FEE.

M. **Conduct**

OPERATOR 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.

N. Disorderly Persons

OPERATOR 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 the aid of peace officers to assist in maintaining peaceful conditions. *OPERATOR* shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

O. Personnel

1. *OPERATOR* shall develop a protocol, subject to RAP approval, for the engagement of any employee, contractor or subcontractor. *OPERATOR'S* protocol shall comply with all applicable CITY, STATE, and/or Federal labor laws.

2. Qualified Personnel

OPERATOR will, in the operation of the FACILITY, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All personnel will be trained in accordance with *OPERATOR'S* submitted training plan prior to starting work at the PREMISES. All such personnel, while on or about the PREMISES, shall be neat in appearance and directed to be courteous at all times and shall be appropriately attired in conjunction with agreed upon appearance standards, with badges or other suitable means of identification. *OPERATOR* shall prohibit persons employed by *OPERATOR*, while on or about the PREMISES, to be under the influence of illegal drugs, narcotics, other controlled substances, cannabis or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is deemed unsatisfactory by RAP, RAP may direct *OPERATOR* to remove that person from the PREMISES or from employment at the FACILITY. The *OPERATOR* will create an employee handbook that will delineate these requirements to be signed by all employees.

3. EXECUTIVE DIRECTOR of the Reseda Ice Rink:

OPERATOR shall appoint, subject to written approval by RAP, an EXECUTIVE DIRECTOR of *OPERATOR'S* operations at the FACILITY.

The EXECUTIVE DIRECTOR 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 responsible for the operation of the FACILITY, including the quality and prices of goods and services provided at the FACILITY, and the appearance, conduct, and demeanor of *OPERATOR'S* agents, servants, and employees. The EXECUTIVE DIRECTOR 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 EXECUTIVE DIRECTOR shall include, without limitation, 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 space rentals and events; oversee operations; train employees (to include such areas as customer

service); and have ultimate on-site decision-making responsibility, as delegated and under the ultimate discretion of RAP.

The EXECUTIVE DIRECTOR shall devote the greater part of their working time and attention to the operation of the FACILITY and shall promote, increase and develop the FACILITY business. During the days and hours established for the operation of the subject FACILITY, the EXECUTIVE DIRECTOR'S personal attention shall not be directed toward the operation of any other business activity.

4. Approval of Personnel

RAP shall have the right to approve or disapprove any employees of *OPERATOR* or other personnel hired to work in any capacity at the FACILITY.

P. Diversion of Business

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

Q. Equipment and Furnishings

1. Office Space at the FACILITY (but not office equipment and furniture) will be provided to *OPERATOR* by CITY at no cost to *OPERATOR*. *OPERATOR* shall provide, maintain and repair office furniture and equipment necessary to operate its administrative offices located at the FACILITY ("*CITY'S FF&E*"). *OPERATOR'S* office furniture and equipment shall remain the property of CITY. RAP reserves the right to approve or disapprove any office equipment and/or furnishing provided at the FACILITY.

2. CITY may request *OPERATOR* to purchase and install furniture or equipment on its behalf and, in such case, the expense of doing so shall be a REIMBURSABLE EXPENSE. All CITY'S FF&E shall be and remain the CITY's real or personal property. *OPERATOR* shall deliver an inventory of all equipment with designation of ownership at the beginning of each calendar year and for each year of the term of the AGREEMENT thereafter. The inventory report shall include updated equipment lists as well as equipment status, length of remaining useful life, and explanations of any reduction in inventory.

3. Concession Equipment

All equipment, furnishings, and expendables required for any concession operations shall be purchased and installed by *OPERATOR* at its sole expense and shall remain its personal property (all such property being referred to herein as "*OPERATOR'S EQUIPMENT*").

[EQUIPMENT LIST AND EXPENDITURES FROM PROPOSAL TO BE INSERTED HERE]

R. Maintenance of Equipment

OPERATOR will be responsible for maintenance and repair of the PREMISES, the FACILITY, additional parking sites (should any be provided by CITY) and all CITY FF&E, which OPERATOR shall maintain and repair in a manner to support a premium, high-quality operation. Associated costs shall be included in the ANNUAL MANAGEMENT FEE DETAIL. The CITY reserves the right to conduct inspections of the FACILITY and make additional requirements to the maintenance of equipment at any time or to approve or disapprove the placement of any property located on any location on or within the PREMISES. Additional maintenance and equipment costs required by the CITY and not included in the ANNUAL MANAGEMENT FEE DETAIL shall be considered a REIMBURSABLE EXPENSE.

OPERATOR shall, at all times and at its expense, keep and maintain OPERATOR'S OFFICE FURNITURE AND EQUIPMENT, in good repair and in a clean, sanitary, and orderly condition and appearance.

No equipment provided by CITY shall be removed or replaced by OPERATOR without the prior written consent of RAP.

S. Permits and Licenses

OPERATOR shall obtain at its sole expense any and all permits, approvals, and licenses that may be required in connection with the operation of the FACILITY including, but not limited to: tax permits, business licenses, health permits, police, fire and Building and Safety permits. All permits, approvals and licenses shall be posted in the appropriate areas on a year-round basis

T. Signs and Advertisements

OPERATOR shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from RAP, who reserves the right and who may require the removal or refurbishment of any previously approved sign.

OPERATOR shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from RAP in advance of installation, and such permission shall be subject to revocation at any time but shall not be unreasonably withheld. The type of sign or advertisement and the duration of display shall be approved in advance and in writing by RAP.

At the FACILITY, a sign shall be posted in a non-public place stating that the FACILITY is operated under an AGREEMENT issued by CITY through the Department of Recreation and Parks.

U. Utilities

RAP shall pay for utility charges associated with the PREMISES and FACILITY, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and

trash pick-up shall be paid by *OPERATOR* and are included in *OPERATOR'S ANNUAL MANAGEMENT FEE* regardless of whether such utility services are furnished by CITY or by other utility service providers. The telephone number shall be placed in the FACILITY'S name and shall not be transferable to any other location. *OPERATOR* will comply with all water and energy saving policies and produce a monthly report on achieving improvements in water and energy usage.

Except to the extent of CITY's fault, including failure to maintain and repair as provided in this AGREEMENT, *OPERATOR* hereby expressly waives all claims for compensation, 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 *OPERATOR* 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 of damage to any utility service line, CITY shall be responsible for the cost of repairs and any and all damages occasioned thereby, except to the extent that such damage is caused by the negligence of *OPERATOR* or its employees or contractors.

OPERATOR shall use best efforts to assure that water and energy are utilized by *OPERATOR* in the most efficient manner possible, and *OPERATOR* expressly agrees to comply with all CITY water and energy conservation programs.

V. **Safety**

OPERATOR will prepare a safety plan with specific training programs for all its employees. *OPERATOR* will designate a safety officer to report on safety statistics including employee and patron injuries on a monthly basis. *OPERATOR* will review all workers compensation claims that arise from the PREMISES.

OPERATOR shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. *OPERATOR* agrees to respond and correct any instruction of RAP immediately or to provide a written response within twenty-four (24) hours of necessary corrective action. In the event of injury to an employee, staff person, manager, patron or customer, *OPERATOR* shall summon medical attention as soon as reasonably possible thereafter. *OPERATOR* shall keep internal documentation of the incident and shall submit to RAP a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit E) within forty-eight (48) hours of the incident, and promptly send two (2) copies of all Accident/incident reports to the address identified in SECTION 22-NOTICES.

If *OPERATOR* fails to correct in a timely manner any hazardous conditions which have led or, in the reasonable opinion of RAP, could lead to injury, RAP may at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by *OPERATOR* to CITY as set

forth in SEC. 10.E; provided that *OPERATOR* shall not be responsible for such hazardous conditions to the extent caused by CITY or which are otherwise an obligation of the CITY.

W. Security

OPERATOR shall be responsible for the security of the interior PREMISES. *OPERATOR* will designate a security director to report on security statistics on a monthly basis. *OPERATOR* may install equipment, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by *OPERATOR* and shall be a REIMBURSABLE EXPENSE. *OPERATOR* shall obtain RAP's prior written approval for the expenditure. Security personnel shall remain on duty while guests and patrons are on the PREMISES.

X. Intellectual Property

OPERATOR shall not appropriate for its own use or register the name "Reseda Skate Rink", or any derivation thereof, as registered trademarks, and:

1. Use such name in connection with any products or services unrelated to this AGREEMENT;
2. Use any other name or trademarks confusingly similar to such name in connection with any products or services unrelated to this AGREEMENT;
3. Create or maintain a website, unrelated to this AGREEMENT, using a domain name confusingly similar to such name or including the words "Reseda Skate";
4. Challenge or dispute City's ownership of and rights to such name and the validity of any of City's registrations or applications for trademarks for such name.

SECTION 6. ANNUAL MANAGEMENT FEE

An *ANNUAL MANAGEMENT FEE* shall be paid by CITY to *OPERATOR* for the services provided by *OPERATOR*. The *ANNUAL MANAGEMENT FEE* shall consist of the following three components:

1. Staff and all corresponding employee operating expenses, including but not limited to payroll taxes, insurance, employee benefits, bonds and any other employee related expenses;
2. General Administrative, Maintenance and Repair Expense (As listed in the ANNUAL MANAGEMENT FEE DETAIL- Exhibit M); and
3. *OPERATOR'S* Fee.
The Reseda Ice Rink Management Team shall consist of the following position classifications. Each of the following positions shall at all times be filled and maintained to perform the services required in this AGREEMENT: **[THIS SECTION TO BE COMPLETED BASED ON THE WINNING PROPOSAL]**. Failure to maintain these positions will be considered a material breach and may result in deductions of the Reseda Ice Rink Management Team expense to *OPERATOR* and/or termination of AGREEMENT.

Subject to reasonable modification at discretion of *OPERATOR* with approval by RAP, and provided that it shall not create any variance to the MANAGEMENT STAFFING COSTS, the CITY reserves the right to approve or disapprove or have removed any employee of *OPERATOR* or of the FACILITY from working at the FACILITY and *OPERATOR* agrees to comply and remove any *OPERATOR* or contracted employee from employment at the FACILITY or its PREMISES if requested by CITY.

The ANNUAL MANAGEMENT FEE shall consist of the following [TO BE FILLED BASED ON WINNING PROPOSAL]:

YEAR	MANAGEMENT STAFFING COSTS	GENERAL ADMINISTRATIVE EXPENSES	OPERATOR'S FEE	TOTAL
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				

The Annual Management Fee for the five-year extension period shall be negotiated between RAP and *OPERATOR*. In no event shall the ANNUAL MANAGEMENT FEE for 2033 be more than three percent above the ANNUAL MANAGEMENT FEE for 2032.

SECTION 7. REIMBURSABLE EXPENSES

OPERATOR will procure services at the FACILITY on behalf of RAP. *OPERATOR* will only utilize qualified vendors for any equipment or service and will select specific vendors for RAP. *OPERATOR* must obtain RAP's prior written approval for any such vendor expenditure. In procuring any such equipment or services, *OPERATOR* shall use all available warranty coverage and discounts available for such procurement. *OPERATOR* will be reimbursed for the equipment or service costs by providing RAP the appropriate documentation to support the request for reimbursement. REIMBURSABLE EXPENSES will be included in the Monthly Statement for reimbursement.

SECTION 8. SPONSORSHIPS, MARKETING AND BRANDING [THIS SECTION TO BE REVISED SUBJECT TO THE WINNING PROPOSAL]

OPERATOR shall comply with RAP's Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who contribute and Support City of Los Angeles Parks and Programs (Exhibit F) and Naming Policy, Procedures and Guidelines for Parks and Recreation Facilities (Exhibit G).

OPERATOR shall remit to RAP xx% of all sponsorship and branding revenue that *OPERATOR* collects on RAP'S behalf. RAP reserves the absolute right, in its sole discretion, to refuse any

sponsorship presented by *OPERATOR*, and RAP shall not be liable for any fee or cost in the event of such refusal.

OPERATOR agrees to pay all costs associated with marketing, selling and generating sponsorship revenue out of its XX% of sponsorship and branding revenue and CITY shall simply receive its XX% share.

The CITY reserves the right to secure, obtain and provide it owns sponsorship opportunities and partnerships. Any CITY obtained sponsorships or partnerships shall not be shared on any percentage split with *OPERATOR*.

SECTION 9. CONCESSION FEE [ONLY APPLICABLE IF CONCESSIONS ARE PROPOSED. OTHERWISE ANY NET PROFIT FROM VENDING MACHINES SHALL GO TO RAP]

A. As part of the consideration for CITY'S granting the CONCESSION rights set forth in this AGREEMENT, *OPERATOR* shall pay to CITY a Concession Fee of:

The greater of:

The Minimum Annual Guarantee (MAG), as follows:

CATEGORY	MAG AMOUNT
Reseda Ice Rink Merchandise	XX
Food and Beverage	XX
Catering and Special Events	XX
TOTAL MAG	\$XXX

or a percentage of gross receipts (PGR) by category as follows:

CATEGORY	PERCENTAGE FEE
Reseda Ice Rink Merchandise	XX%
Food and Beverage	XX%
Catering and Special Events	XX%

The MAG shall be paid to RAP in twelve monthly installments. The MAG for the first agreement year and the last agreement year shall be pro-rated on a monthly basis. In subsequent AGREEMENT years, the MAG is the greater of the previous year's MAG or 90% of the actual Concession Fee paid to RAP for the previous contract year.

Refer to SECTION 9.C for the definition of "Gross Receipts."

Example #1: Assuming in year two the MAG is \$100,000.00 and the total PGR is \$90,000.00, then the Operator would pay \$100,000.00 for year two and the MAG for year three would be \$100,000.00.

Example # 2: Assuming in year two the MAG is \$100,000.00 and the total PGR is \$120,000.00, then the Operator would pay \$120,000.00 for year two and the MAG for year three would be \$108,000.00 (which is 90% of the previous year's PGR).

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

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.

B. Percentage Fee Payment

The PGR percentage fee for each category, if applicable, shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form shall be addressed to:

DEPARTMENT OF RECREATION AND PARKS
ATTENTION:
Revenue Section
P.O. Box 86328
Los Angeles, California 90086-0610

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. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by OPERATOR;
3. California Redemption Value (CRV);
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 [INSERT OPERATOR NAME];

6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of [INSERT OPERATOR NAME] where such exchanges or transfers are not made for the purpose of avoiding a sale by [INSERT OPERATOR NAME] which would otherwise be made from or at the PREMISES;
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 OPERATOR'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 OPERATOR, 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, including discounts to employees, with the concurrence of both [INSERT OPERATOR NAME] and RAP, on total sale transaction;
13. Credit/debit card fees.

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

14. Any error in cash handling by *OPERATOR* or *OPERATOR'S* employees or agents;
15. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to *OPERATOR* by customer or purchaser;
16. Any arrangement for a rebate, kickback, or hidden credit given or allowed to any customer of *OPERATOR*.
17. Any labor fees recovered.

SECTION 10. ACCOUNTING, RECORDS AND ADDITIONAL FEES

A. Bank Accounts

RESEDA ICE RINK ACCOUNTS: Upon execution of this AGREEMENT, the CITY will open two (2) new bank accounts: Operations and Disbursement. RAP must be the owner of both bank accounts and will give OPERATOR authority to access these bank accounts based on the Facility's operational needs.

1. OPERATION ACCOUNT:

OPERATOR shall deposit any funds derived from Facility operations. The City's staff will transfer funds from operation account to disbursement account as needed to pay for Facility operation expenses. OPERATOR shall have no disbursement authority on OPERATION ACCOUNT.

2. DISBURSEMENT ACCOUNT:

The City shall give OPERATOR authorization to disburse funds from DISBURSEMENT ACCOUNT to pay for Facility operation expenses. The City's staff will transfer cash from operation account to disbursement account for Facility's operation on an as needed basis. OPERATOR will provide cash outflow projection to the City on or before XXXXXXX for each contract year. The City shall give OPERATOR authorization to sign checks and perform electronic funds transfer (EFT) to pay for Facility operation invoices. OPERATOR is not allowed to disburse funds to their corporate office or account from Facility's disbursement account. OPERATOR's ANNUAL MANAGEMENT FEE will be disbursed through the City's Financial Management System.

B. Monthly Event Closing Statement

OPERATOR shall submit a monthly statement to RAP for review and approval within twenty-five (25) calendar days after the end of the month. The monthly event closing statement shall be accompanied by a Monthly Report (Exhibit H), clearly identifying: (i) all revenues recognized for that month at the FACILITY including, without limitation, rental and/or event revenue, sponsorship revenue and any miscellaneous revenue generated from operations at the FACILITY ("monthly operating revenue") and (ii) all expenses incurred in that month including, without limitation, CITY's operating expenses applicable to such period along with outstanding amounts of CITY's operating expenses due for prior periods and any miscellaneous expenses incurred in connection with the operation of the FACILITY ("monthly operating expenses"). OPERATOR shall include with such statement detail of monthly operating revenue and expenses including a line item event profit and loss statement for each event presented during the period and supporting documentation for CITY's operating expenses in a form acceptable to RAP.

OPERATOR will include a statement for each of the two (2) bank accounts established for the FACILITY as described in SECTION 10.A above.

C. Late Payment Fees

Failure of *OPERATOR* to pay any of the revenue-sharing payments or any other fees, charges, or payments within ten days following notice of such failure to pay is a material breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

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

The charges for late or delinquent payments shall be Five Hundred (\$500.00) 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. RAP reserves the right to increase any and all administrative fees at the time of exercising each option to renew the AGREEMENT.

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

D. Annual Accounting Adjustment

Within thirty (30) days of the end of each calendar year, *OPERATOR* shall prepare and submit to CITY a statement showing the total gross receipts for the last calendar year by category and the concession fee paid for the year. If the sums paid by *OPERATOR* during said period total less than the MAG, as noted in SECTION 9 *OPERATOR* shall remit to the CITY the shortfall amount.

- E. If CITY pays any sum or incurs any obligations or expense which *OPERATOR* has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of *OPERATOR* to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this AGREEMENT, or as a result of an act or omission of *OPERATOR* contrary to said conditions, covenants, and agreements, *OPERATOR* agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs (including CITY'S 15% administrative overhead cost), damages, and penalties. RAP reserves the right to increase any and all administrative fees at the time of exercising each option to renew this AGREEMENT.

- F. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against *OPERATOR* that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations chargeable to *OPERATOR*, and charge *OPERATOR* 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 OPERATOR.

SECTION 11. IMPROVEMENTS

A. <SPECIFICS OF ANY PROPOSED AND MUTUALLY AGREED-UPON IMPROVEMENTS WILL BE INSERTED HERE>

- B. CITY shall hold OPERATOR responsible for guaranteeing the completion of all proposed improvements, according to approved plans, regardless of cost. OPERATOR shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition shall be a material breach of this AGREEMENT.
- C. CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by OPERATOR. Such development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable for loss of business, which results from the construction of any development or improvements to the FACILITY or the PREMISES.
- D. Compliance with Applicable Rules and Regulations:
All structural or other improvements, equipment and interior design and decor constructed or installed by OPERATOR, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act and the Americans with Disabilities Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the FACILITY areas or OPERATOR's operations therein. The written approval by RAP's GENERAL MANAGER of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with OPERATOR.
- E. Procurement of Permits and Approvals:
OPERATOR shall, at its sole expense, and prior to construction of any Improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP's GENERAL MANAGER prior to OPERATOR obtaining said permits and approvals.
- F. Subcontractors:
OPERATOR shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of required insurance coverage.

- G. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, OPERATOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all third-party suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including OPERATOR's employees and agents, or damage or destruction of any property of either party hereto or of third parties, proximately caused by OPERATOR's construction or installation of the Capital Improvements [*to be determined as may be proposed*] as authorized in this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

SECTION 12. MAINTENANCE OF PREMISES

- A. OPERATOR will be responsible for the maintenance of PREMISES. During all periods that the PREMISES are used or are under the control of the OPERATOR for the uses, purposes, and occupancy aforesaid, OPERATOR shall complete all necessary damage/maintenance repairs, including general exterior appearance of all equipment and facilities and regular graffiti removal, to the satisfaction of RAP and in keeping with other first class, high-quality facilities. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

Building maintenance which includes all building components including but not limited to structural, mechanical and electrical for the FACILITY will be provided by OPERATOR. Maintenance and repair costs that are not included in the ANNUAL MANAGEMENT FEE DETAIL may be requested by CITY. Should a request be made and a mutually agreed upon scope and cost be reached, said cost will be paid to OPERATOR by CITY as a REIMBURSABLE EXPENSE.

OPERATOR will provide grounds maintenance which includes tree trimming, mowing, weeding and landscaping.

B. Property Damage and Theft Reporting

OPERATOR shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit N) 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. RAP shall provide blank forms for this purpose.

C. Damage or Destruction to Premises

a. Partial Damage

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

b. Extensive Damage

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

c. Complete Destruction

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, OPERATOR may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of OPERATOR, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require OPERATOR to repair and reconstruct the same within twelve (12) months of such destruction and OPERATOR shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs.

d. Limits of CITY'S Obligation Defined

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

D. Pest Control

OPERATOR shall perform and pay for pest control in all areas of the PREMISES. OPERATOR shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES in clean condition. RAP may direct OPERATOR to

take additional measures to abate pests, which are an immediate threat to public health or safety. These costs shall be included in the ANNUAL MANAGEMENT FEE.

SECTION 13. PROHIBITED ACTS

OPERATOR shall not:

1. Use the PREMISES to conduct any other business operations of *OPERATOR* not related to the FACILITY;
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, 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 PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the FACILITY operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor or roof in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by *OPERATOR*, and in the event of the loss of any keys furnished by RAP, *OPERATOR* shall pay CITY, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase (except in connection with increased or changed usage) the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude *OPERATOR* from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude

OPERATOR 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. Permit undue loitering on or about the PREMISES;
10. Use the PREMISES in any manner that will constitute waste;
11. Use or allow the PREMISES to be used for, any improper, immoral, or unlawful purposes
12. Install or allow the installation of video games, or vending machines including but not limited to Automated Teller Machines (ATMs) without the prior written approval of RAP.
13. Permit gambling on the PREMISES or install or operate or permit to be installed or operated thereon, any device which is illegal; or use the PREMISES or permit it to be used for any illegal business or purpose.
14. Permit smoking in the interior areas of the FACILITY or PREMISES, in conformance with AB13 California Smoke-Free Workplace Law, or in any exterior areas of the FACILITY or PREMISES as may be designated by RAP. Any exceptions to this policy will require the prior written approval of RAP.

SECTION 14. NUMBER OF ORIGINALS

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each Party.

SECTION 15. RATIFICATION LANGUAGE

Due to the need for the *OPERATOR'S* services to be provided continuously on an ongoing basis, the *OPERATOR* may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

SECTION 16. PERFORMANCE DEPOSIT

- A. *OPERATOR* shall provide RAP as a performance deposit (Deposit) a sum equal to One Hundred Thousand Dollars (\$100,000.00) for the term of the AGREEMENT.

B. Form of Deposit

OPERATOR'S Deposit shall be in the following form:

1. A cashier's check drawn on any recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.

C. Agreement of Deposit and Indemnity

OPERATOR unconditionally agrees that in the event of any material default of this AGREEMENT by *OPERATOR* and consequent termination by CITY, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by RAP.

D. Maintenance of Deposit

CITY shall hold *OPERATOR'S* Deposit in an interest-bearing account during the entire term of the AGREEMENT.

E. Return of Deposit to Operator

Said Deposit, together with accumulated interest, shall be returned to *OPERATOR* and any rights assigned to Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and the later of (i) any exit audits and inspections performed in conjunction with the AGREEMENT, or (ii) ninety (90) days thereafter. The CITY 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 the CITY by *OPERATOR* as shown by any exit audits performed by CITY, or as compensation to CITY for material breach by *OPERATOR* of this AGREEMENT. *OPERATOR* shall have the right to challenge the accuracy of such audit and/or the propriety of any claim by CITY against the funds, and in the event that the Parties fail to reach AGREEMENT concerning the disposition of the funds, may institute appropriate dispute resolution or legal proceedings.

SECTION 17. TAXES, PERMITS AND LICENSES

- A. *OPERATOR* shall obtain and maintain any and all approvals, permits, or licenses that may be required in connection with the operation of the FACILITY including, but not limited to, tax permits, business licenses, health permits, building permits, police and fire permits, etc.
- B. *OPERATOR* shall pay all applicable CITY, STATE and Federal taxes associated with *OPERATOR'S* business activities in performance of the services required in AGREEMENT, including any possessory interests tax pursuant to California Revenue and Taxation Code Section 107.6. By executing this AGREEMENT and accepting the benefits thereof, *OPERATOR* may be creating a property interest known as "possessory interest" which may be subject to property taxation. *OPERATOR*, as the party in whom the possessory interest would be vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. *OPERATOR* acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.
- C. During the entire term of the AGREEMENT, the *OPERATOR* must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.)
- D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, *OPERATOR* 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

(revenue-sharing rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, OPERATOR shall be responsible to pay the updated, higher rate.

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

SECTION 18. TRANSFER OR ASSIGNMENT

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

OPERATOR may not, without prior written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment, except that the Parties acknowledge that the foregoing does not preclude the assignment by OPERATOR of its rights to receive fees hereunder to its lender(s) as collateral security for OPERATOR's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover OPERATOR's rights to manage, promote or operate the Facility hereunder.
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

SECTION 19. BUSINESS RECORDS

- A. OPERATOR shall maintain for three years after termination of the AGREEMENT, 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.

B. Employee Fidelity Bonds

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

C. Cash and Record Handling Requirements

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

OPERATOR shall be required to maintain a method of accounting in compliance with Generally Accepted Accounting Principles of the FACILITY, which shall correctly and accurately reflect the gross receipts and disbursements received or made by *OPERATOR* from the operation of the FACILITY. The method of accounting, including bank accounts, established for the FACILITY shall be separate from the accounting systems used for any other business operated by *OPERATOR* or for recording *OPERATOR'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. Receipt vouchers shall be retained in order for daily sales to be identified, with reconciliations required per event.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

D. Method of Recording Gross Receipts

Gross receipts will be recorded through the Point of Sale system in order to establish the daily receipts records and reconciliation.

E. Annual Statement of Gross Receipts and Expenses

OPERATOR shall transmit certified financial statements for the FACILITY operations, prepared in a form and by a Certified Public Accounting firm acceptable to RAP, on or before January 15th for the foregoing calendar year during the term of the AGREEMENT. Notwithstanding the expiration of the AGREEMENT on XXXXXXXX, the certified financial statements provisions shall survive the expiration of the AGREEMENT and the final certified financial statements shall be filed on or prior to January 15th of the calendar year after the expiration of the AGREEMENT. To the extent required by law, the certified financial statements shall set forth an expense account entitled "Compensation to Officers" or an account having some similar title. The amount shown opposite this item shall include all salaries or other compensation paid to officers of the *OPERATOR'S* corporation, directors, shareholders, any individual owning stock indirectly and other

persons employed by *OPERATOR* to manage the operations or supervise *OPERATOR*'S employees and members of their respective families where such payment is for services derived from the *FACILITY* operations by *OPERATOR*. These salaries or other compensation shall not be indicated in any other expense category.

The annual certified financial statements shall include an attachment containing the following information:

- All actual revenue, categorized by source (i.e. facility rental, skate rentals, etc.)
- Special events and all revenues in connection thereto

Failure to provide the certified financial statements described above, within the prescribed time allowed, shall be cause for *RAP* to call for an immediate audit of the *FACILITY* operations. *OPERATOR* shall be charged for the full cost of labor, mileage, and materials expended in the investigation and preparation of the audit, plus 30 percent (30%) of said costs for administrative overhead.

All records obtained or created in connection with *CITY*'S inspections of record or audits, will be or become subject to public inspection and production as public records, except to the extent that certain records or information are not required by law to be disclosed.

All documents, books and accounting records shall be open for inspection and reinsertion at any reasonable time during the term of the *AGREEMENT*, and for a reasonable period, not to exceed one year, thereafter. In addition, *CITY* may from time to time conduct an audit and re-audit of the books and businesses conducted by *OPERATOR* 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 *OPERATOR* to *CITY* shall be found to be less than the amount of gross sales disclosed by such audit and observation, *OPERATOR* shall pay *CITY* within 30 days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, *OPERATOR* shall also pay the cost of the audit.

SECTION 20. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on *OPERATOR*'s Rights to Exclusivity

Notwithstanding any exclusivity granted to *OPERATOR* by the terms of this *AGREEMENT*, the *CITY* in its discretion may require *OPERATOR*, without any reduction in rent or other valuable consideration to *OPERATOR*, 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: *OPERATOR* shall comply with:

- a. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the FACILITY;
- b. 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;
- c. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the OPERATOR'S operations; and,
- d. 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 OPERATOR from CITY or RAP and any errors or omissions therefrom shall not relieve OPERATOR of its obligations to faithfully perform the conditions therein. OPERATOR shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. Right of Inspection and Access to Facility

CITY and RAP, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to OPERATOR as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

- 1. To determine if OPERATOR is complying with the terms and conditions of the AGREEMENT.
- 2. To observe transactions between the OPERATOR and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of OPERATOR'S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate OPERATOR to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

E. Control of Premises

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

F. Business Inclusion Program

OPERATOR 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 I). *OPERATOR* certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. *OPERATOR* shall not change any of these designated sub consultants and subcontractors, nor shall *OPERATOR* 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 this AGREEMENT, *OPERATOR* must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit J) when submitting the Monthly Event Closing Statement. Upon termination of this AGREEMENT, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit K) and certified correct by the *OPERATOR* or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after termination 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. *OPERATOR* shall, prior to the execution of this AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that *OPERATOR* estimates it will need to fill in order to perform the services under this AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. *OPERATOR* 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 of Los Angeles (EWDD), which will refer individuals for interview;
 - b. Interview qualified individuals referred by EWDD; and
 - c. Prior to filling any employment opportunity, the *OPERATOR* 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 *OPERATOR* interviewed and the reasons why referred individuals were not hired
3. Any Subcontract entered into by the *OPERATOR* relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. *OPERATOR* shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

If, under the provisions of Section 10.44.13 of the LAAC, the DAA determines that the OPERATOR intentionally violated or used hiring practices for the purpose of avoiding the FSHO, the determination must be documented in RAP's Operator Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the OPERATOR'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 the FSHO.

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

H. CEC Form 50

OPERATOR agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if OPERATOR qualifies as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 is attached as Exhibit L.

Bidder Contributions -City Charter Sections 470(c) (12). OPERATOR is subject to Charter section 470(c) (12) and related ordinances. As a result, OPERATOR may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time it submits its proposal for this AGREEMENT until either this AGREEMENT is approved or for 12 months after this AGREEMENT is signed. OPERATOR's principals and subcontractors performing \$100,000.00 or more in work on this AGREEMENT, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

I. CEC Form 55

CEC Form 55 requires OPERATOR to identify their principals, their subcontractors performing \$100,000.00 or more in work on this AGREEMENT, and the principals of those subcontractors. OPERATOR must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. If OPERATOR fails to comply with this City law, it may be subject to penalties including termination of this AGREEMENT and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

SECTION 21. SURRENDER OF POSSESSION

OPERATOR agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of this AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by OPERATOR or CITY.

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

deemed an acceptance of a surrender of the PREMISES utilized by OPERATOR under the AGREEMENT.

SECTION 22. NOTICES

A. To CITY:

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

Department of Recreation and Parks
Attention: Concessions Unit
P. O. Box 86328
Los Angeles, California 90086-0610

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.

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

B. To OPERATOR:

All notices to OPERATOR may either be delivered personally to the OPERATOR or to any officer or responsible employee of OPERATOR 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 to OPERATOR shall be addressed to OPERATOR as follows:

OPERATOR
OPERATOR Address

With a copy to (which shall not constitute notice):

OPERATOR
Attention: Reseda Ice Rink MANAGER
18128 and 18210 Sherman Way
Reseda, CA 91335

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

SECTION 23. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents set forth below represent the entire integrated AGREEMENT of the parties and supersedes all prior written or oral representations, discussions, and agreements. All references to “Contractor” in the Standard Provisions for City Contracts (Rev. 10/21) [v.4] (“Standard Provisions”) shall mean the OPERATOR, and OPERATOR shall comply with such Standard Provisions. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. 10/21) [v.4]
- B. Insurance Requirements and Instructions
- C. Premises Maps
- D. Operator’s Proposal Response to the Reseda Ice Rink Operation and Management RFP
- E. Form General No. 87 “Non-Employee Accident or Illness Report
- F. Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Park and Programs
- G. Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities
- H. Monthly Report
- I. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- J. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
- K. Final Subcontracting Report form, Schedule C
- L. CEC Form 50
- M. Annual Management Fee Detail
- N. Special Occurrence and Loss 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, and 4) Exhibit C

(Signature Page to Follow)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and *OPERATOR* 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: _____

MICHAEL A. SHULL
General Manager

OPERATOR

BY: _____

DATE: _____

Title: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: _____

DATE: _____

Mike Dundas
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

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.

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: _____

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

___ **Crime Insurance**

Other:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

K
J
I
H
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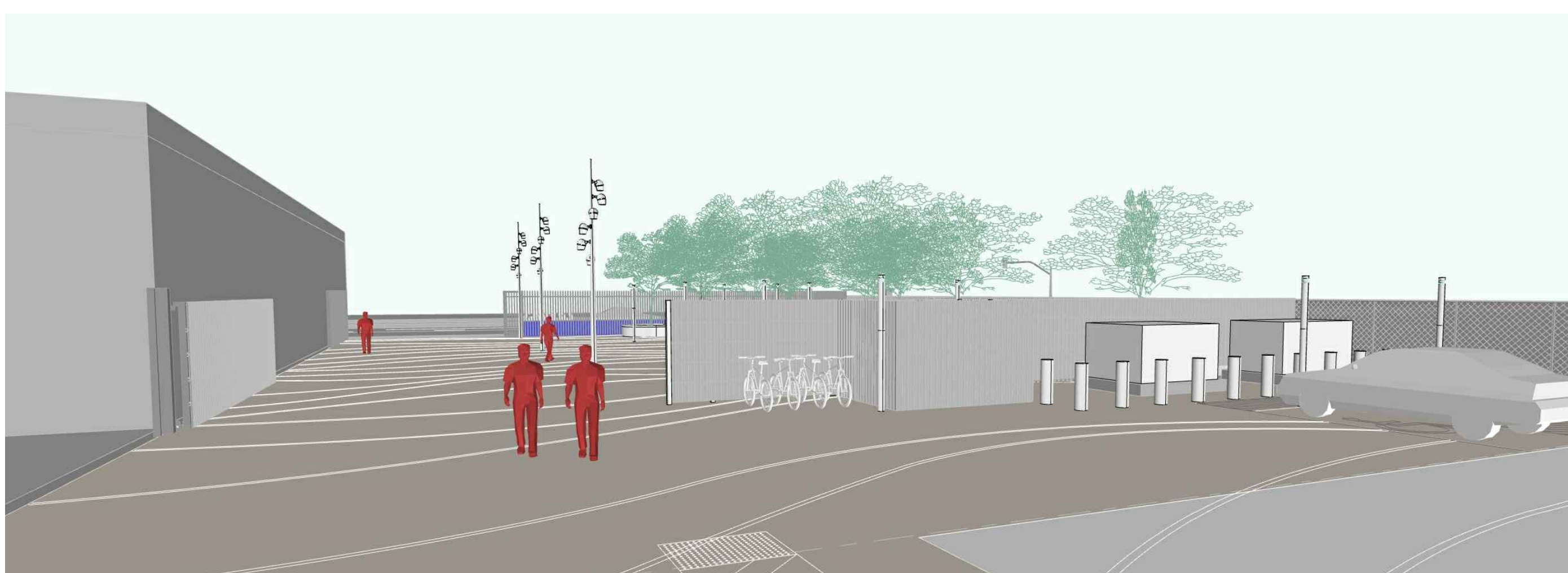
06



03



05



02



04



01

NOTE: SEE SHT. A1.00 FOR ALL LOCATIONS OF THESE 3D MODEL IMAGES. THESE IMAGES ARE FOR CLARIFYING PURPOSES ONLY, CONTRACTOR SHALL REFER TO A2.00 & A2.01 AND OTHER SHEETS FOR TECHNICAL INFORMATION.



BUREAU OF ENGINEERING
VERTICAL CONTROL:
HORIZONTAL CONTROL:
SHEET TITLE: 3D VIEWS
PROJECT: REVEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, REVEDA CA 91335

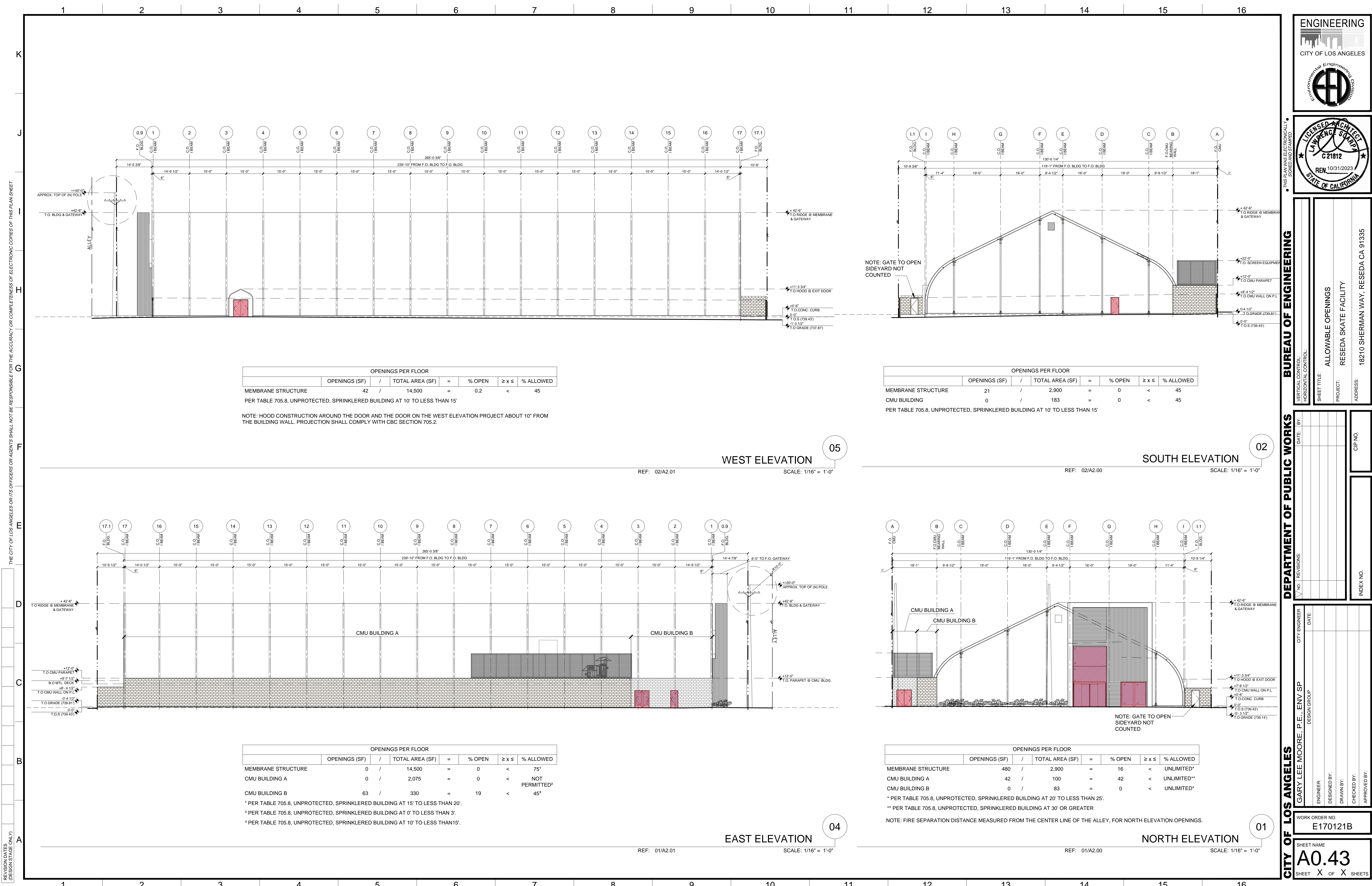
DEPARTMENT OF PUBLIC WORKS
DATE: BY:
NO. REVISIONS:
INDEX NO.
CIP NO.

CITY OF LOS ANGELES
ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DESIGN GROUP

WORK ORDER NO.
E170121B

SHEET NAME
A0.02
SHEET X OF X SHEETS

REVISION DATES
(DESIGN STAGE ONLY)



OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	42	/	14,500	=	0.2	<	45

PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'

NOTE: HOOD CONSTRUCTION AROUND THE DOOR AND THE DOOR ON THE WEST ELEVATION PROJECT ABOUT 10" FROM THE BUILDING WALL. PROJECTION SHALL COMPLY WITH CBC SECTION 705.2.

OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	21	/	2,900	=	0	<	45
CMU BUILDING	0	/	183	=	0	<	45

PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'

OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	0	/	14,500	=	0	<	75 ¹
CMU BUILDING A	0	/	2,075	=	0	<	NOT PERMITTED ²
CMU BUILDING B	63	/	330	=	19	<	45 ³

¹ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 15' TO LESS THAN 20'.
² PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 0' TO LESS THAN 3'.
³ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'.

OPENINGS PER FLOOR							
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	% OPEN	≥ x ≤	% ALLOWED
MEMBRANE STRUCTURE	480	/	2,900	=	16	<	UNLIMITED*
CMU BUILDING A	42	/	100	=	42	<	UNLIMITED**
CMU BUILDING B	0	/	83	=	0	<	UNLIMITED*

* PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 20' TO LESS THAN 25'.
 ** PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 30' OR GREATER

NOTE: FIRE SEPARATION DISTANCE MEASURED FROM THE CENTER LINE OF THE ALLEY, FOR NORTH ELEVATION OPENINGS.

REVISION DATES (DESIGN STAGE ONLY)

THE CITY OF LOS ANGELES ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



BUREAU OF ENGINEERING
 VERTICAL CONTROL:
 HORIZONTAL CONTROL:
 SHEET TITLE: ALLOWABLE OPENINGS
 PROJECT: RESEDA SKATE FACILITY
 ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

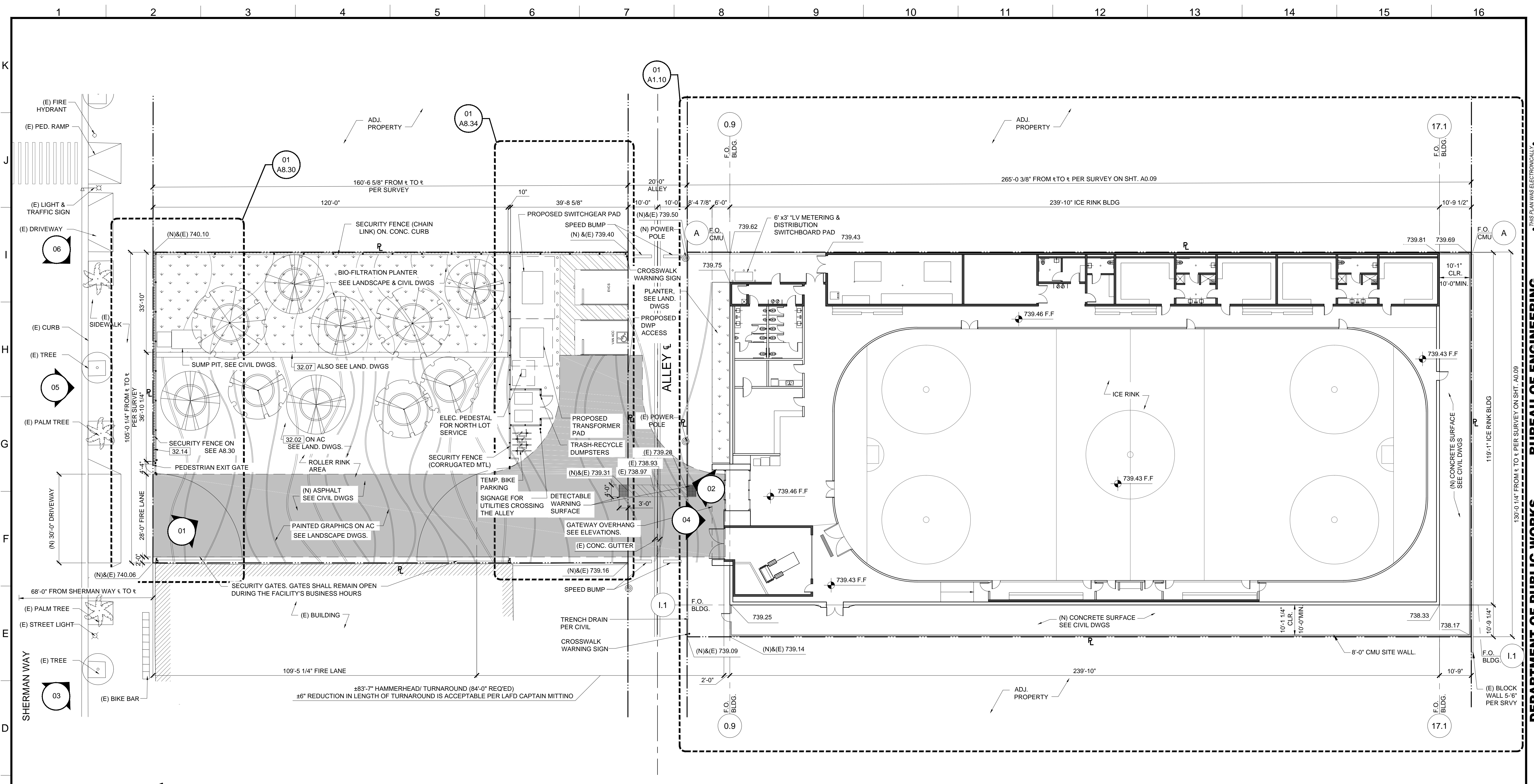
DEPARTMENT OF PUBLIC WORKS

DATE:	BY:
NO. REVISIONS:	INDEX NO.

CITY OF LOS ANGELES
 CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP
 ENGINEER:
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:

WORK ORDER NO. E170121B

SHEET NAME: A0.43
 SHEET X OF X SHEETS



NOTES:
 1. ALL ELEVATION BUBBLES ON THIS SHEET REFER TO SHEET A0.02 3D MODEL IMAGES. SEE A2.00 & A2.01 FOR TECHNICAL ELEVATIONS THAT ARE CROSS-REFERENCED ON PLANS.
 2. ELEVATIONS @ CORNER OF PROPERTY AND DIMENSIONS NOT SHOWN ON SURVEY ARE EXTRAPOLATED FROM SURVEY. CONTRACTOR SHALL VERIFY ALL PROPERTY DIMENSIONS, CORNERS AND ELEVATIONS W/ SURVEYING EQUIPMENT PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCY OF (E) ELEVATIONS OR (E) PROPERTY DIMENSIONS. ARCHITECT SHALL BE COMPENSATED BY OWNER FOR ANY CHANGES DUE TO INCOMPLETE SURVEY.

REF: SURVEY, A0.09, A0.30, A0.41, A0.50
 SCALE: 1/16" = 1'-0"

KEYNOTES	01 - GENERAL REQUIREMENTS	02 - NOT USED	03 - CONCRETE	04 - MASONRY	05 - METALS	06 - WOOD AND PLASTICS	07 - THERMAL & MOISTURE PROTECTION	08 - OPENINGS (SEE DOOR/WINDOW SCHED)	09 - FINISHES (SEE FIN. SCHED)	10 - SPECIALTIES	11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)	12 - FURNISHINGS	13 - SPECIAL CONSTRUCTION	14 - CONVEYING EQUIPMENT (NOT USED)	15 - FIRE SUPPRESSION	16 - PLUMBING	17 - HEATING, VENTILATING, AND AIR-CONDITIONING	18 - ELECTRICAL	19 - COMMUNICATION	20 - ELECTRONIC SAFETY AND SECURITY	21 - EARTHWORK	22 - EXTERIOR IMPROVEMENTS	23 - UTILITIES
NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.			3.01 CONC. SLAB ON GRADE PER STRUCTL. 3.02 CONC. O/MTL. DECK PER STRUCTL. 3.03 CONC. CURB 3.04 CONC. FOOTING PER STRUCTL. 3.05 CONC. PAVING PER CIVIL DWGS. 3.06 CONC. SIDEWALK PER CIVIL DWGS. 3.07 CONC. PAD	4.01 CMU BLDG. WALL 4.02 CMU SITE WALL W/ 2" CMU CAP.	5.01 STL. COLUMN PER STRUCTL. PTD. 5.02 STL. BEAM PER STRUCTL. PTD. 5.03 HSS POST PER STRUCTL. PTD. 5.04 HSS BEAM PER STRUCTL. PTD. 5.05 MEMBRANE STRUCTURE I BEAM. 5.06 MTL. DECK. 5.07 MTL. GUARD RAILING. 5.08 MTL. STUD WALL.	6.01 W.P. MEMBRANE PER DETL. & SPECS. 6.02 SINGLE PLY PVC ROOFING PER SPECS. 6.03 R-21 RIGID INSULATION @ WALLS. 6.04 UNDERSLAB MOISTURE VAPOR BARRIER 6.05 ROOF DRAIN AND OVERFLOW.	7.01 W.P. MEMBRANE PER DETL. & SPECS. 7.02 ICE RINK GATES 7.03 OVERHEAD GLASS DOOR. 7.04 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL. 7.05 ROOF ACCESS HATCH.	8.01 CLR. ANODIZED ALUM. STOREFRONT WINDOW. 8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR HARDWARE SET PER SCHED. 8.03 EXTERIOR WALL LOUVER. 8.04 EXTERIOR WALL VENT WITH CAP. 8.05 ROLLING STL. DOOR & FRAME. 8.06 ICE RINK GATES 8.07 OVERHEAD GLASS DOOR. 8.08 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL. 8.09 ROOF ACCESS HATCH.	9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT. CONC. FLR. SEAL PER FIN. SCHED. 9.02 RUBBER FLR. PER SPECS. 9.03 PAINT PER SPECS. 9.04 REVEAL PER DETAILS. 9.05 GRAFITTI COATING, TYP. @ ALL EXTERIOR SOLID WALLS. 9.06 GLAZED FINISH ON CMU. 9.07 CERAMIC TILE.	10.01 MIRROR PER SPECS. 10.02 SIGNAGE. 10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED. 10.04 GRAB BAR. 10.05 COAT HOOK.	11.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING. 11.02 DASHBOARD, NIC. 11.03 BENCH, NIC.	12.01 BLEACHERS, NIC. 12.02 SCOREBOARD, NIC. 12.03 SKATE RACKS, NIC.	13.01 MEMBRANE STRUCTURE.	14.01 CONVEYING EQUIPMENT (NOT USED)	15.01 FIRE EXTINGUISHER. 15.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM) 15.03 FIRE SPRINKLER VALVE ASSEMBLY 15.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION. 15.05 FIRE SPRINKLER HEAD.	16.01 WATER CLOSET PER PLUMBING LEGEND 16.02 LAV. SINK & FAUCET. PER PLUMBING LEGEND 16.03 JANITOR MOP SINK. 16.04 PLUMBING VENT PIPE. 16.05 DRINKING FOUNTAIN. 16.06 ULTRA LOW-FLOW TOILET. 16.07 SHOWER HEAD/ CONTROLS. 16.08 SHOWER DRAIN. 16.09 AREA DRAIN. 16.10 HOSE BIB.	17.01 BATHRM EXHAUST FAN PER SPECS. 17.02 BATHRM EXHAUST DUCT. 17.03 MECH. DUCT. 17.04 MECH. EQUIPMENT.	18.01 ELEC. PANEL PER PLANS & SCHED. 18.02 EXTERIOR LIGHT PER SCHED. 18.03 INTERIOR LIGHT PER SCHED.	19.01 SMOKE ALARM. 19.02 SECURITY CAMERA. 19.03 FIRE ALARM MAIN PANEL.	20.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.	21.01 ASPHALT PAVING PER CIVIL. 21.02 GRAPHICS/PAINT. SEE LAND. DWGS. 21.03 STORMWATER MANAGEMENT PER CIVIL DWGS. 21.04 STL. SECURITY GATE, PTD. 21.05 STL. SECURITY FENCE, PTD. 21.06 EXTERIOR AREA DRAINS. 21.07 BENCH. 21.08 TRENCH DRAIN. 21.09 TREE, SEE LANDSCAPE DWGS. 21.10 PLANTING, SEE LANDSCAPE DWGS. 21.11 (N) CONCRETE SIDEWALK, CURB. 21.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS. 21.13 EQUIPMENT SCREEN. 21.14 CONC. WALL @ SITE FENCE.	22.01 WATER METER. 22.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D. 22.03 ELECTRICAL METER. 22.04 POWER POLE.	

ENGINEERING
 CITY OF LOS ANGELES
 Environmental Engineering Division

LICENSED ARCHITECT
 LAWRENCE SOMPA
 C21812
 REN 10/31/2023
 STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS
 BUREAU OF ENGINEERING

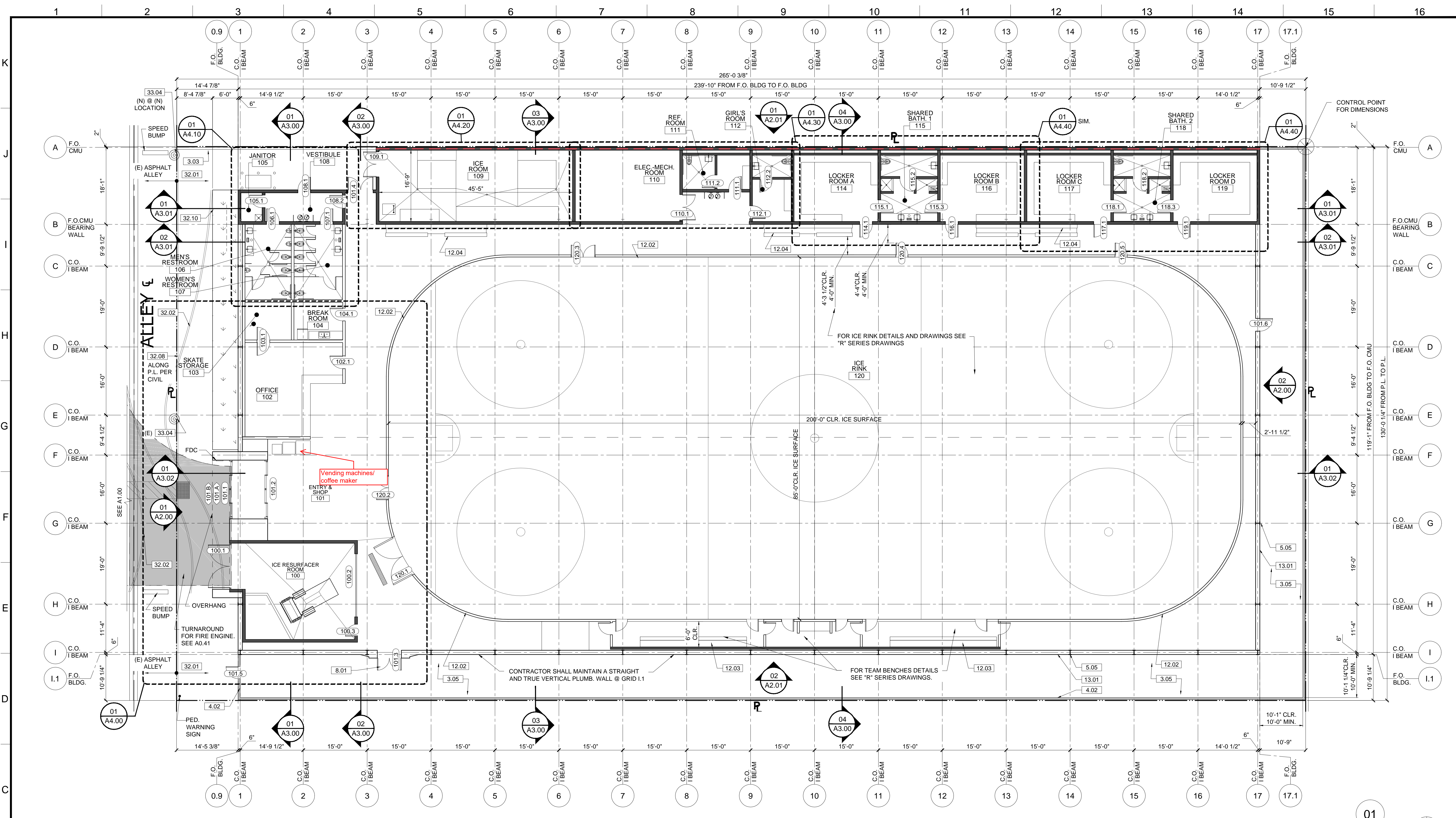
SITE PLAN
 RESEDA SKATE FACILITY
 18210 SHERMAN WAY, RESEDA CA 91335

CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP

ENGINEER: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

WORK ORDER NO. E170121B

SHEET NAME: **A1.00**
 SHEET X OF X SHEETS



ICE RINK FLOOR PLAN

REF: A0.30, A0.50, A1.00, A1.10A, A1.11, A1.12 SCALE: 3/32" = 1'-0"

- KEYNOTES**
NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.
- 01 - GENERAL REQUIREMENTS**
02 - NOT USED
 - 03 - CONCRETE**
3.01 CONC. SLAB ON GRADE PER STRUCT'L.
3.02 CONC. O/MTL. DECK PER STRUCT'L.
3.03 CONC. CURB
3.04 CONC. FOOTING PER STRUCT'L.
3.05 CONC. PAVING PER CIVIL DWGS.
3.06 CONC. SIDEWALK PER CIVIL DWGS.
3.07 CONC. PAD
 - 04 - MASONRY**
4.01 CMU BLDG. WALL
4.02 CMU SITE WALL W/ 2" CMU CAP.
 - 05 - METALS**
5.01 STL. COLUMN PER STRUCT'L. PTD.
5.02 STL. BEAM PER STRUCT'L. PTD.
5.03 HSS POST PER STRUCT'L. PTD.
5.04 HSS BEAM PER STRUCT'L. PTD.
5.05 MEMBRANE STRUCTURE I BEAM.
5.06 MTL. DECK.
5.07 MTL. GUARD RAILING.
5.08 MTL. STUD WALL.
 - 06 - WOOD AND PLASTICS**
6.01 W.P. MEMBRANE PER DETL. & SPECS.
6.02 SINGLE PLY PVC ROOFING PER SPECS.
6.03 R-21 RIGID INSULATION @ WALLS.
6.04 UNDERSLAB MOISTURE VAPOR BARRIER.
6.05 ROOF DRAIN AND OVERFLOW.
 - 07 - THERMAL & MOISTURE PROTECTION**
7.01 W.P. MEMBRANE PER DETL. & SPECS.
7.02 SINGLE PLY PVC ROOFING PER SPECS.
7.03 R-21 RIGID INSULATION @ WALLS.
7.04 UNDERSLAB MOISTURE VAPOR BARRIER.
7.05 ROOF DRAIN AND OVERFLOW.
 - 08 - OPENINGS (SEE DOOR/WINDOW SCHED)**
8.01 STL. DOOR & FRAME, PAINTED.
8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
8.04 DOOR HARDWARE SET PER SCHED.
8.05 EXTERIOR WALL LOUVER.
8.06 EXTERIOR WALL VENT WITH CAP.
8.07 ROLLING STL. DOOR & FRAME.
8.08 ICE RINK GATES.
8.09 OVERHEAD GLASS DOOR.
8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
8.11 ROOF ACCESS HATCH.
 - 09 - FINISHES (SEE FIN. SCHED)**
9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT, CONC. FLR. SEAL PER FIN. SCHED.
9.02 RUBBER FLR. PER SPECS.
9.03 PAINT PER SPECS.
9.04 REVEAL PER DETAILS.
9.05 GRAFFITI COATING, TYP. @ ALL EXTERIOR SOLID WALLS.
9.06 GLAZED FINISH ON CMU.
9.07 CERAMIC TILE.
9.08
 - 10 - SPECIALTIES**
10.01 MIRROR PER SPECS.
10.02 SIGNAGE.
10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
10.04 GRAB BAR.
10.05 COAT HOOK.
 - 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)**
11.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
11.02 DASHBOARD, NIC.
11.03 BENCH, NIC.
 - 12 - FURNISHINGS**
12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
12.02 DASHBOARD, NIC.
12.03 BENCH, NIC.
 - 13 - SPECIAL CONSTRUCTION**
13.01 MEMBRANE STRUCTURE.
 - 14 - CONVEYING EQUIPMENT (NOT USED)**
 - 15 - FIRE SUPPRESSION**
15.01 FIRE EXTINGUISHER.
15.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM).
15.03 FIRE SPRINKLER VALVE ASSEMBLY.
15.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
15.05 FIRE SPRINKLER HEAD.
 - 16 - PLUMBING**
16.01 WATER CLOSET PER PLUMBING LEGEND.
16.02 LAV. SINK & FAUCET. PER PLUMBING LEGEND.
16.03 JANITOR MOP SINK.
16.04 PLUMBING VENT PIPE.
16.05 DRINKING FOUNTAIN.
16.06 ULTRA LOW-FLOW TOILET.
16.07 SHOWER HEAD/CONTROLS.
16.08 SHOWER DRAIN.
16.09 AREA DRAIN.
16.10 HOSE BIB.
 - 17 - HEATING, VENTILATING, AND AIR-CONDITIONING**
17.01 HVAC UNIT PER MECH.
17.02 AIR REGISTER WALL MOUNTED.
17.03 CEILING AIR REGISTER.
17.04 MAKE UP AIR LOUVER PER MECH. DWGS.
 - 18 - ELECTRICAL**
18.01 ELEC. PANEL PER PLANS & SCHED.
18.02 EXTERIOR LIGHT PER SCHED.
18.03 INTERIOR LIGHT PER SCHED.
 - 19 - COMMUNICATION**
19.01 SMOKE ALARM.
19.02 SECURITY CAMERA.
19.03 FIRE ALARM MAIN PANEL.
 - 20 - EARTHWORK**
20.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.
 - 21 - BATHRM EXHAUST FAN PER SPECS.**
21.02 BATHRM EXHAUST DUCT.
21.03 MECH. DUCT.
21.04 MECH. EQUIPMENT.
 - 22 - ELECTRICAL**
22.01 ELEC. PANEL PER PLANS & SCHED.
22.02 EXTERIOR LIGHT PER SCHED.
22.03 INTERIOR LIGHT PER SCHED.
 - 23 - EXTERIOR IMPROVEMENTS**
23.01 ASPHALT PAVING PER CIVIL.
23.02 GRAPHICS/PAINT.SEE LAND. DWGS.
23.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
23.04 STL. SECURITY GATE, PTD.
23.05 STL. SECURITY FENCE, PTD.
23.06 EXTERIOR AREA DRAINS.
23.07 BENCH.
23.08 TRENCH DRAIN.
23.09 TREE, SEE LANDSCAPE DWGS.
23.10 PLANTING, SEE LANDSCAPE DWGS.
23.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS.
23.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
23.13 EQUIPMENT SCREEN.
23.14 CONC. WALL @ SITE FENCE.
 - 24 - UTILITIES**
24.01 WATER METER.
24.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D.
24.03 ELECTRICAL METER.
24.04 POWER POLE.

ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING

LICENSED ARCHITECT
LAWRENCE S. MOORE
C 21812
REN. 10/31/2023
STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

FLOOR PLAN
RESEDA SKATE FACILITY

18210 SHERMAN WAY, RESEDA CA 91335

CITY ENGINEER
GARY LEE MOORE, P.E., ENV SP
DESIGN GROUP

WORK ORDER NO.
E170121B

SHEET NAME
A1.10

SHEET X **OF** X SHEETS

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES (DESIGN STAGE ONLY)

Exhibit D
of
Agreement

Proposal in Response to
RFP No. CON-M22-001
(to be submitted by Proposer)

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
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

PART IV – STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V – EMPLOYEE FILING REPORT

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

City of Los Angeles Department of Recreation and Parks
Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and
Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

RAP’s objective is to enhance and expand recreational programs and services through public and private collaborations.

POLICY:

RAP recognizes that there are many opportunities and potential benefits to be gained from RAP collaborations with private and public entities for monetary, in-kind (product and/or services), and capital contributions (collectively referred to herein as “Sponsorships”) benefiting RAP facilities, programs, events, services and/or activities. These contributions often merit some form of recognition to acknowledge and thank the sponsor, donor, and/or contributor (collectively, “Sponsors”) for their contribution to RAP. However, it shall be understood that any transaction between RAP and a private and public entity involving the naming of a park, recreation facility, amenity, landmark or other park asset, in exchange for financial support shall be in accordance with the RAP Naming Policy, which is separate and independent of this Policy.

RAP supports, in principle, public-private relationships that generate financial and/or other types of support for RAP’s mission. Accordingly, the Board of Recreation and Park Commissioners (“Board”) has adopted this Sponsorship Recognition Policy (“Policy”) establishing the criteria and setting forth the guidelines and procedures for thanking, acknowledging, and/or recognizing significant contributions provided to RAP by private and public entities. The intent of this Policy is to establish a mechanism under which RAP may thank, acknowledge and recognize private and public entities who contribute to parks and related programs and services for the primary benefit of the general public. The Board has hereby designated RAP’s General Manager or her or his designee (collectively, “GM”) to implement this Policy.

Pursuant to this Policy, RAP shall have the authority to determine the criteria, requirements, and restrictions under which a proposed form of Sponsorship Recognition shall be evaluated and approved, whether included herein or established in the future. It shall be understood that all forms of Sponsorship Recognition shall be temporary in nature, and that the duration of time that such Sponsorship Recognition shall remain in place and/or be in effect is subject to the prior approval of the Board.

RAP shall identify and solicit potential Sponsors, and evaluate Sponsorship proposals from private and public entities in accordance with this Policy, and if such Sponsorship is approved and implemented, shall recognize such Sponsors for providing monetary and/or in-kind support for RAP parks and recreation facilities, programs and/or services, and grant the authority for the Sponsor to associate its name or function with RAP parks and facilities, programs and services, and/or RAP name, as approved by the Board. RAP may provide Sponsorship Recognition, other than a displayed acknowledgement on RAP property (recognition signage), such as but not limited to, use of the RAP name or logo, association with RAP in communications, media opportunities, event participation, and distribution of information and/or product sample.

GENERAL PROVISIONS:

RAP shall retain complete discretion and authority at all times in determining whether, with whom, where, how, and when contributions shall be accepted, Sponsorships approved, and Sponsorship Recognition provided, subject to the approval of the Board. Sponsorship signage shall comply with all applicable laws.

1. Criteria for Sponsorship Agreements. The following criteria, in its entirety, shall be considered in evaluating sponsorship proposals:
 - a. The Sponsorship must support, and conform to, the Mission of RAP.
 - b. The Sponsorship must provide a direct benefit to the park, facility or amenity.
 - c. Sponsorship benefits may be commensurate with the value of the support offered through the Sponsorship.

2. Sponsorship Considerations. RAP shall consider the following when evaluating a Sponsorship proposal.
 - a. The timeliness, readiness, and requirements associated with a potential Sponsor entering into an agreement with RAP.
 - b. Any current or future RAP operating or maintenance costs associated with the Sponsorship or impacts on other agencies.
 - c. The Sponsor's record of responsibility in past involvement with the City, RAP, and/or community.
 - d. Sponsorships, Sponsorship benefits, and Sponsorship Recognition shall enhance rather than detract from the design standards and visual integrity of the sponsored program, activity or facility.

3. Sponsorship Recognition Requirements and Responsibilities. Subject to prior determination by RAP, Sponsorship Recognition requirements and responsibilities may include, but not be limited to the following:
 - a. RAP shall exercise full control and authority over the form and content of the Sponsorship Recognition, including but not limited to, retaining editorial and design control over signage, publications, the sponsor name, logo and all other graphic materials.
 - b. Prior to the implementation of any form of Sponsorship Recognition portraying any physical or intellectual image incorporating the RAP logo or name, and/or indicating the existence of an affiliation between RAP and the Sponsor, such recognition shall be approved by the Board.

4. Sponsorship Benefits. Sponsor benefits may include, but not be limited to:
 - a. Public exposure of corporate logo through placement on RAP publications (facility brochures and program fliers), RAP website and/or social media, on apparel (for participants and volunteers), or on other materials such as bags, or giveaways.
 - b. Recognition through press and other events, and media mentions.
 - c. Participation in RAP events.
 - d. Distribution of product samples at RAP events and/or facilities.
 - e. The placement of a Sponsor logo on an athletic field or court surface.

- f. Recognition Signage. In addition to the general provisions of this Policy, the following shall be considered when determining the appropriateness of placing Recognition Signage on park property.
 - (i) Recognition Signage may include, but not be limited to, banners, wraps, plaques, placards, dasher boards, or signs.
 - (ii) RAP shall maintain control over the printing, manufacturing, or otherwise fabricating of Recognition Signage to be placed on park property, and shall oversee the installation of all Recognition Signage, which may be accomplished by RAP staff or by a third party acting under RAP's direction and control, whether funded at Contributor's expense or RAP's expense.
 - (iii) Signage in recognition of a Sponsor's furtherance of RAP's mission through contributions in support of RAP programs or activities, and/or improvement of RAP facilities, shall expressly include a phrase confirming that RAP is recognizing, acknowledging, and/or thanking the Sponsor, which text shall be prominently featured, and of a reasonable size proportionate to space and location, and identifying RAP as the entity responsible for the content and placement of the Sponsorship Recognition.
- 5. Sponsorship and Recognition Restrictions. In general, the following shall be restricted under this Policy:
 - a. Sponsorship Restrictions:
 - (i) A company or organization, or subsidiary, that conducts or has business or operational activities substantially derived from or involved with the sale, production, or distribution of alcohol, tobacco, firearms, pornography, or any other business or activities regarded as "adult oriented".
 - (ii) A Sponsorship that could cause a conflict of interest or policy deviation.
 - (iii) A Sponsorship made conditional upon RAP performance with respect to level of public participation or response, event outcome, or objectives achieved.
 - (iv) An individual Sponsor that limits RAP's ability to seek other sponsorship opportunities, unless agreed to by RAP.
 - b. Recognition Signage Restrictions:
 - (i) The placement of individual Recognition Signage shall not limit RAP's ability to seek other Sponsorship opportunities, unless agreed to by RAP.
 - (ii) Billboards shall not be authorized under this Policy for use on park property.
 - (iii) Signs that contain a call to action by a commercial sponsor, for the public or RAP to purchase a good or service, shall not be authorized for use on park property.

SPONSORSHIP RECOGNITION APPROVAL REQUIREMENTS

Prior to any form of Sponsorship Recognition being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration by the Board, which shall be provided in a report detailing the scope of the proposal (sponsorship, donation, cost, funding, duration, etc.) and the terms and conditions of any related Sponsorship Agreement, when applicable.

City of Los Angeles Department of Recreation and Parks
Naming Policy, Procedures and Guidelines for
Parks and Recreational Facilities

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreational facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

One of RAP’s objectives under the Mission is to enhance and expand recreational programs, services, and significant financial support and contributions through public and private collaborations.

Policy:

RAP recognizes that parks and recreational facilities are an essential and integral part of the communities they serve, and that the names of parks and recreational facilities, and park amenities within them, play a significant role in fostering identities in the surrounding communities. This Naming Policy (“Policy”) establishes the criteria and requirements, and sets forth the guidelines and procedures, for the naming and renaming (collectively, “Naming”) of parks, recreational facilities, landmarks and any other assets determined appropriate by RAP (collectively referred to herein as “Park Assets”), which are owned, managed or controlled by RAP.

Pursuant to this Policy, the initial name of a new park or recreational facility, which may be temporary for purposes of administration and accounting, shall be administratively assigned by RAP staff in the traditional manner utilized prior to the establishment of this Policy, based on geographic features such as street and community names or prominent features. In addition, the Naming of existing Park Assets, pursuant to a RAP recommendation relevant to a Naming proposal received from a private or public entity, shall be subject to the approval of the Board of Recreation and Park Commissioners (“Board”), as described herein. In accordance with this Policy and pursuant to RAP recommendations, the Board shall consider the following two types of naming proposals. The first type encompasses situations in which RAP receives or is offered a donation, gift, sponsorship, and/or other contribution from an outside entity that presents a decisive benefit and shows a direct connection to a Park Asset and serves the interests of the City and its residents. This type of Naming proposal would require a Naming Agreement to summarize the terms and conditions necessary to effectuate the financial or other benefits connected to the Naming proposal with a term (time period) recommended by the GM and approved by the Board, depending on the scope or nature of the agreement, and value, visibility, and lifespan of the donation, gift, sponsorship and or other contribution. The second type comprises Naming proposals to use a major historic event and/or unique significance of a specific place or person, as the basis for the proposed Name; again with the requirement that there be compelling and impressive substantiation demonstrating how the interests of City and its residents were served or impacted. The key in both types of Naming proposals is the importance of demonstrating direct connections to the Park Asset and clear community benefits as a foundation for considering any Naming proposal.

For purposes of this Policy, and with the exception of the temporary Naming of new Park Assets, the authority to approve the Naming of existing Park Assets shall be solely with the Board. Any exceptions to this Policy shall be subject to the prior approval of the Board.

Criteria and Guidelines for Evaluating Park Asset Naming Proposals:

For purposes of this Policy, the following shall be considered when evaluating the appropriateness, feasibility, and implementation of Naming proposals:

- The Naming of parks after individuals shall be limited to those who are deceased and have made exceptional contributions to the park or community within which the park is located.
- Parks shall only be named after living persons under circumstances requiring such naming as a condition precedent of a grant deed or covenant.
- The Naming of a park after a major historic event must be based on a direct connection between the park and such event.
- The Naming engenders a positive public image which does not unduly commercialize the park or recreational facility.
- The proposed name for the park or recreational facility, and/or contributor, must be compatible with the Mission of RAP.
- Park Assets that are held by RAP through a lease or use agreement may be considered for Naming under this Policy, subject to any requirements or restrictions contained in such document.
- RAP reserves the right to limit the duration of time a Name will be in place and/or in effect.
- No specialized signage or advertisement containing a commercial message to purchase a good or service shall be authorized for use on park property.
- All forms of signage placed on or within a Park Asset shall meet RAP's graphic and sign standards.
- There shall be no religious symbols included on Naming signage.
- Park Assets not under the operation of RAP (shared or exclusive), although under the ownership or jurisdiction of RAP, shall not be subject to this Policy; such as for example, the Los Angeles Zoo in Griffith Park.
- Parks should not be subdivided for purposes of Naming, unless there are readily-identifiable physical divisions in the park (major roads, waterways, hillsides, etc.) which facilitate or warrant a subdivision; or there exist other compelling reasons for having more than one name connected to a park. This should not prevent independently Naming a recreational facility or amenity located within a park, as long as the selected name will not cause confusion for park patrons.
- RAP shall seek to inform the public with regard to the Naming of a park in their community.
- Any exception to the above shall be subject to the Naming criteria contained herein, and the Board's prior approval.

Procedures:

The Board retains the authority to name or rename Park Assets situated on park property. The following shall be the protocol for evaluating, considering and denying or approving Naming proposals:

1. A written proposal for the Naming of a Park Asset must be initially submitted to the RAP Board Office, to the attention of the Board Secretary. In accordance with this Policy, the Board Office shall forward the proposal to the RAP General Manager (“GM”) for consideration.
2. Prior to any form of Naming Policy being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration.

CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS
 Attn: Concessions Unit
 P.O. Box 86610
 Los Angeles, CA 90086

MONTHLY REPORT
 RESEDA ICE RINK OPERATION AND MANAGEMENT
 NAME OF OPERATOR

PERIOD COVERED: From: _____ To: _____

MANAGEMENT FEE	ANNUAL SALARY	GENERAL ADMIN EXPENSES	MONTHLY FEE
EXECUTIVE DIRECTOR	_____		_____
[INSERT JOB TITLE]	_____		_____
[INSERT JOB TITLE]	_____		_____
[INSERT JOB TITLE]	_____		_____
A. TOTAL POSITION AND ADMIN EXPENSES:			_____
B. OPERATOR'S FEE			_____
TOTAL ANNUAL FEE (A+B)			_____
			\$ -

NON-EVENT SERVICES	INVOICE AMOUNT
List non-event services and cost. Attach vendor invoice.	_____
SUB-TOTAL NON-EVENT SERVICES AMOUNT OWED:	\$ -

CATEGORY (1)	GROSS SALES	REVENUE SHARING FEE	AMOUNT DUE
SPONSORSHIP:	_____	XX%	#VALUE!
CONCESSIONS:	_____	XX%	#VALUE!
VENDING:	_____	XX%	#VALUE!
SUB-TOTAL REVENUE SHARING FEE DUE:			#VALUE!

EVENT SERVICES REVENUE AND COST (2):	REVENUE	COST	NET REVENUE TO DEPARTMENT
List event name and date	_____	_____	_____
List event name and date	_____	_____	_____
List event name and date	_____	_____	_____
SUB-TOTAL EVENT SERVICES REVENUE DUE:			\$ -

LATE RENT FEE:	All payments are due by the 15th for the previous month.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceeding three months at \$1.48 per \$1,000 or fraction thereof of rent paid)	\$ -
LATE OCCUPANCY TAX FEE:	Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.	\$ -
SUB-TOTAL (OWED)/DUE:		#VALUE!

ADJUSTMENTS*:	Explain:	_____	_____
		_____	_____
		_____	_____
			\$ -

TOTAL AMOUNT (OWED)/DUE: #VALUE!

Notes:
 (1) Attach agreements supporting gross receipts for each item in this category.
 (2) Attach executed rental agreement as appropriate to support revenue and cost.

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

Signature: _____ Date: _____

**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	\$	%		
TOTAL WBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL SBE PARTICIPATION	\$	%		
TOTAL EBE PARTICIPATION	\$	%	Title:	Date:
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

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

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

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

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

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

Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION



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

Bid/Contract Number:	Department:
-----------------------------	--------------------

Name of Bidder:	Phone:
------------------------	---------------

Address:

Email:

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) [see reverse]; 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(i) [see reverse]:
 - 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(i)(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.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (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(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(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.

Exhibit M
of
Agreement

Annual Management Fee Detail
in response to
RFP No. CON-M22-001
(to be submitted by Proposer)

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1 NAME OF FACILITY					DATE OF OCCURRENCE	TIME	A.M.	P.M.
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) 202-4380 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.	P.M.	
11 HOW WAS ENTRANCE GAINED?								
12 WHO SECURED BLDG PRIOR TO OCCURRENCE? NAME			TITLE	DATE	TIME	A.M.	P.M.	
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"/> SUSPECT								
NAME	ADDRESS				AGE	SEX	PHONE NUMBER	INDICATE
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
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			

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.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

___ **Crime Insurance**

Other:

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

10 Yr Forecast

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
SALES										
Food										
Bar										
Liquor										
Wine										
Beer										
Total Bar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room Rental										
TOTAL INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COST OF GOODS										
Cost of Food										
Cost of Bar										
Liquor										
Wine										
Beer										
Total Cost of Bar		-		-	-	-		-	-	-
Room Rental Costs										
Total Cost of Goods										
Gross Profit from Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES										
Wage Expense										
Total Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FICA										
CA EDD										
Worker's comp										
Insurance and Benefits										
Total Labor Expenses	\$0.00	\$0.00	\$0.00						\$0.00	\$0.00
Variable Expenses										
Acctg/Legal										
Cleaning & Paper Supplies										
Credit Card Expense										
Entertainment/Music										
Equipment Rental										
Floral, Expendables										
Laundry & Linens										
Office Expense										
Telephone										
Trash Removal										
Utilities										
Marketing										
Subtotal Variable	\$0.00									\$0.00
Fixed Expenses										
Insurance										
Licenses & Permits										
Replacement Reserve										
Subtotal Fixed	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Occupancy Expenses (MAG)										
Food										
Alcohol										
Special Events										
MAG Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Exp.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Tax Expense										
Debt Expense										
Taxes										
Other										
NET PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

This is a sample of the Excel workbook document. The sheets must be completed using Microsoft Excel. Download the workbook document from www.labavn.org

**FINANCIAL OFFER FORM
RESEDA ICE RINK OPERATION AND MANAGEMENT RFP**

PROPOSED MANAGEMENT FEE

RAP will pay to OPERATOR on a monthly basis one-twelfth of the Annual Management Fee in the amount of:

\$ _____
(Insert Annual Management Fee Proposed)

PROPOSED REVENUE SHARE PERCENTAGES

Operator will pay to RAP a percentage of gross sales by category as shown below:

CATEGORY	PERCENTAGE OFFERED BY PROPOSER (spell out percentage)
SPONSORSHIPS	(%)
VENDING	(%)
CONCESSIONS (OPTIONAL)	(%)
	(%)
	(%)

Prepared By:

(Authorized Signature)

(Print Name)

(Company Name)

(Title)

(Date)

**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
RESEDA ICE RINK OPERATION AND MANAGEMENT**

TERMS AND CONDITIONS ACCEPTANCE FORM

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

Entity Address: _____

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

Contact Name: _____

Contact Telephone: _____

Contact Fax: _____

Email Address: _____

Authorized Signature

Date

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

Instructions:

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

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