

# APPROVED

MAY 17, 2017

BOARD REPORT

## BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 17-113

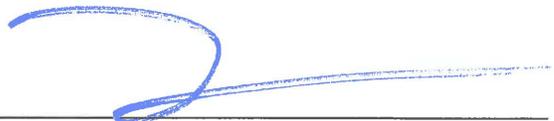
DATE: May 17, 2017

C.D. 13

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BELLEVUE RECREATION CENTER – AWARD OF CONTRACT TO HILLTOP NURSERY SCHOOL, INC., FOR THE MANAGEMENT AND OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND CHILDCARE CENTER; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES (ISSUANCE OF LICENSE TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE EXPANSION OF USE)

*AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
\_\_\_\_\_  
General Manager

Approved  \_\_\_\_\_

Disapproved  \_\_\_\_\_

Withdrawn  \_\_\_\_\_

### RECOMMENDATIONS

1. Award and approve a proposed seven-year contract (Contract) with one five-year renewal option exercisable at the sole discretion of the Department of Recreation and Parks (RAP), herein included as Attachment 1, with Hilltop Nursery School, Inc. (HNS), for the management and operation of a child development and childcare center located within the grounds of Bellevue Recreation Center, subject to approval of the Mayor and City Council, and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Contract, concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for review and approval as to form;
3. Authorize Department of Recreation and Parks (RAP) staff to issue a Right-of-Entry permit to document and authorize HNS' management and operation of the child development and child care center while the proposed Contract (effective October 1, 2017) is being processed for final approval and execution;
4. Find that the proposed Contract is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);

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5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
6. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of all necessary approvals.

### SUMMARY

The childcare facility within the grounds of Bellevue Recreation Center has existed since 1982, and has been operated by Hilltop Nursery School, Inc. (HNS) without interruption since then, through various leases and permits, which are now expired. On July 13, 2016, the Board approved the release of a Request for Proposals (RFP) to identify a responsive and responsible business entity with the expertise and professional experience necessary to manage and operate a recreational child development and childcare center (Center) located at 3625 Marathon Street, Los Angeles, CA 90026, within Bellevue Recreation Center (Park) at 826 N. Lucile Avenue, Los Angeles, CA 90026 (Report No. 16-148). A Site Map delineating the location of the Center within the Park is herein included as Attachment 2.

On July 20, 2016, in accordance with standard practice, the RFP was released on the Los Angeles Business Assistance Virtual Network (LABAVN) and RAP's website, and was also advertised in the Daily Journal, a local periodical. Additionally, in an attempt to maximize the announcement's outreach to as many potential bidder-organizations as possible, staff researched local childcare provider organizations located within a five-mile radius of the Center, and prepared a list with the same combined with a list of childcare-related organizations currently operating at other City-park sites, and sent twenty-one (21) email notifications to those organizations not already registered on LABAVN, alerting them to the RFP.

The RFP on LABAVN, generated one hundred seven (107) page views, thirty (30) distinct views, and twenty-one (21) bookmarks, indicating that various organizations viewed and considered the RFP. On August 3, 2016, a pre-proposal conference was held at the RAP Central Service Yard, Golf Division conference room, followed by a facility site-walk held at the Center. The pre-proposal conference was attended by four preschool and childcare related business entities.

The deadline for submitting RFP proposal responses was September 13, 2016, by no later than 1:00 p.m. at the RAP Board Office. The Board Office received only one timely proposal, which was submitted by HNS. Board Office and Partnership Division Staff reviewed the proposal materials and found the proposal to be complete.

As stipulated in the RFP, the evaluation of submitted proposals is to occur through two (2) levels of evaluation:

- Level I: A review of the proposals to verify that compliance with RFP submittal

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- requirements and the sufficiency of submittal documents has been met;
- Level II: A comprehensive evaluation of proposal documents and their content by a panel comprised of City employees to score and rank proposals.

As stipulated in the RFP, proposals were required to satisfy all requirements under Level I in order to proceed to Level II. In accordance with the RFP guidelines, proposals would be found to be either Responsive (pass) or Non-Responsive (fail). The Level I review of the HNS proposal resulted in a determination that HNS met all minimum requirements pertaining to operations experience, management experience, industry track record, and satisfactory performance of contracts; and that HNS had successfully submitted a proposal satisfying all RFP requirements, including submission of all required supporting documents. Additionally, the HNS proposal was found to be responsive in all ten compliance documents, and responsive in all six submittal documents.

As only one proposal was received, a panel to rank proposals was not required. However, a panel comprised of City employees from the Partnership Division, including a Senior Management Analyst II, Management Analyst II, and Management Assistant, with numerous combined years of experience in evaluating nonprofit organizations operating on park property and preparing related agreements for the provision of various programs and services, including licensed childcare facilities, reviewed the one proposal in detail and determined it was reasonable and practical to accept the proposal as submitted.

The proposal submitted by HNS was thoroughly reviewed and it was determined that the organization has the financial capability of performing the requested services, has the background and experience necessary to undertake this type of activity, and that the organization proposed a viable plan to provide quality childcare services at the Center for the benefit of the local community and general public.

### Hilltop Nursery School:

Executive Summary: The proposal from HNS presented a clear comprehension of the requirements of the RFP, and demonstrated their understanding and capability to successfully fulfill the operational requirements associated with the Center, in accordance with the contractual responsibilities stipulated in the RFP.

Background and Experience: HNS met the minimum background and experience requirements stipulated in the RFP. HNS has provided childcare services for sixty-five (65) years, from 1951 to the present. HNS is the current operator of the Center.

HNS has a new Program Director, Ms. Pearl Thienkosol, who was appointed to her position in 2016, and is set to provide a refreshing approach through her education and industry experience with the

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support of the Director of Operations, Mr. Matthew Kennedy who has been with HNS since 2004. The HNS instructional team includes Lead Teachers, Ms. Camille Montiel, Ms. Candy Ramirez, and Mr. Rodolfo Sanchez.

Copies of the State of California License issued to HNS for the operation of a day-care center were provided.

Operating Budget: The Operating Budget included in the HNS proposal demonstrates the organization's financial means and resources necessary to finance, operate and sustain the continued operation of the Center. The operation of the Center is funded primarily through tuition payments. Copies of bank and audited financial statements demonstrating the financial resources to sustain Center operations were included as required by the RFP, as well as a copy of their Experian Credit Ranking Report which reflected a Credit Ranking Score of 88, which qualifies HNS as being low risk with positive monthly and quarterly payment trends.

Client Fee Schedule: The Client Fee Schedule was compared by RAP staff to similar childcare facilities within close proximity to HNS and it appears that the schedule is in line with the industry's cost for such services.

Childcare Center Plan: HNS presented a childcare operations plan that will maintain operations at the existing level, ensuring appropriate staff levels throughout the day every day of Center operations for each classroom, while maintaining required teacher-student ratios. The proposed plan includes staff consisting of a Program Director, Operations Director, and Lead Teacher(s), who will collectively ensure that staff receive the necessary levels of staff training and facility operations to maintain the appropriate level of high-quality services provided; and maintain compliance with licensing requirements. The HNS philosophy provides an environment that is safe, caring, nurturing, and consistent with RAP guidelines for recreational child development and childcare. The HNS "Play-based Approach" promotes unstructured free play and playful learning that encourages development of socialization and self-awareness skills in addition to fine motor, gross motor, and cognitive skills. HNS has a Board of Directors comprised of current enrollee-parents who will continue to set policies and hold staff accountable regarding HNS' performance and long-term priorities. Also, HNS has created a separate Advisory Board to develop stronger relationships with the external HNS community, including the City.

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### Proposed Contract General Provisions:

In addition to standard contract provisions, including the Standard Provisions for City Contracts (Rev. 03/09), the proposed Contract shall contain the following:

1. Parties: The Contract for the operation of a child development center and childcare center at Bellevue Recreation Center shall be between HNS (Contractor) and the City of Los Angeles, acting by and through the Board of Recreation and Park Commissioners (Board).
2. Term: Seven years, from October 1, 2017 to September 30, 2024, with one five-year option to extend, exercisable at the discretion of RAP. The Contract Commencement Date was chosen to coincide with the end of the current school year.
3. Contractor Responsibilities:
  - a. General Operation: Contractor shall manage and operate the Center as a high-quality recreational child development and childcare program, providing such services for a licensed capacity of forty-four (44) children, ages two to six years old. Notwithstanding certain requirements included in the RFP and proposed agreement not listed below, Contractor shall also be required to:
    - (i) Be responsible for maintaining and accounting for the Center's revenue and expenses, including but not limited to the collection of fees and payment of liabilities. All established and/or proposed fees shall be subject to prior written approval by the Board;
    - (ii) Fully accept any and all risk of operating losses associated with the operation of the Center;
    - (iii) Not use the Center for any purpose other than recreational child development and childcare related activities;
    - (iv) Establish a philosophy and curriculum that promotes best-practices in the field of early care for toddler and preschool age children, consistent with RAP's philosophy and objectives described in the RFP, as well as the proposed Contract, ensuring that the program implements effective procedures to ensure the health, safety, and security for all individuals involved in the Center's program;
    - (v) Obtain and/or maintain in good standing a State of California childcare license, and be responsible to obtain, pay for, and maintain in good standing, all other applicable permits, licenses, taxes, and/or certifications that may be required for, or associated with, the operation and

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maintenance of the Center, such as, but not limited to, fire clearances, possessory interest tax, business registrations, etc.; and,

- (vi) Provide RAP with annual and quarterly financial and status reports, as described in the RFP and proposed Contract.
- 4. Hours / Days of Operation: Notwithstanding any approved prearrangements with RAP, Contractor shall operate the Center from 6:30 a.m. to 6:00 p.m., Monday through Friday, excluding the following City of Los Angeles recognized employee holidays: New Year's Day; Martin Luther King Jr. Birthday; George Washington's Birthday; Cesar E. Chavez' Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day;
- 5. Utilities: HNS will assume the cost of water, gas, electricity, phone and data lines;
- 6. Facility Repair, Custodial, and Trash Disposal: Contractor will assume responsibility for facility repair and interior custodial services, including reimbursement of costs associated with RAP's provision of trash disposal services through payment of Cost Recovery Reimbursement Fees to RAP;
- 7. Exterior Common Area Grounds Maintenance: RAP shall be reimbursed for pro-rated costs related to RAP's maintenance of the exterior common-grounds, including the parking lot and children's play area at the Park, by way of HNS paying Cost Recovery Reimbursement Fees to RAP;
- 8. RAP shall be responsible for the administration and monitoring of the proposed Contract;
- 9. Parking: Parking is open to the public and to be shared with the general public on a first-come, first-served basis.

### ENVIRONMENTAL STATEMENT

The execution of the proposed Contract is for the management, maintenance, and programming of an existing childcare facility involving negligible or no expansion of use, and therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

There is no adverse impact to the RAP General Fund associated with the proposed Contract, as HNS will manage, maintain, and operate the Center at their own risk and expense, with RAP providing only exterior landscaping services to Park common areas also used by the general public, and contract administration, for which RAP is already budgeted.

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This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Edneisha Lee, Management Assistant, Partnership Division

LIST OF ATTACHMENT(S)

- 1) Proposed Contract - Hilltop Nursery School, Inc.
- 2) Bellevue Recreation Center Site Map

**CONTRACT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
HILLTOP NURSERY SCHOOL, INC.  
FOR THE MANAGEMENT AND OPERATION OF A  
RECREATIONAL CHILD DEVELOPMENT AND CHILDCARE CENTER  
AT BELLEVUE RECREATION CENTER**

This management and operations contract ("CONTRACT") is entered into as of this day \_\_\_\_\_, 201\_\_\_\_, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Hilltop Nursery School, Inc., a California 501(c) (3) nonprofit corporation for the management and operation of a recreational child development and childcare center at Bellevue Recreation Center. CITY and CONTRACTOR may be referred to herein individually as "PARTY" and collectively as "PARTIES".

**WHEREAS**, CITY owns and operates real property commonly known as Bellevue Recreation Center ("PARK"), located at 826 N. Lucile Avenue, Los Angeles, California 90026; and,

**WHEREAS**, CITY has allocated a portion of the PARK to be operated as a recreational child development and childcare center ("CENTER") located at 3625 Marathon Street, Los Angeles, California 90026, which has existed as such since January 1982, for the purpose of providing child care services for the benefit of the public through a private contractor; and,

**WHEREAS**, on July 13, 2016, the BOARD approved the release of a Request for Proposals (RFP) to identify a responsive and responsible operator to provide a recreational child development and childcare program at the CENTER (Report No. 16-148); and,

**WHEREAS**, on September 13, 2016, Hilltop Nursery School, Inc. ("CONTRACTOR") submitted a responsive proposal to manage and operate the CENTER as described in the RFP; and,

**WHEREAS**, on \_\_\_\_\_, 201\_\_\_\_, the BOARD approved the award of this CONTRACT to CONTRACTOR for the management and operation of the CENTER (Report No. 17-0\_\_\_\_); and,

**WHEREAS**, CONTRACTOR agrees to fulfill the obligations and commitments stipulated herein, in accordance with the terms and conditions of this CONTRACT for the benefit of CENTER patrons.

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

**SECTION 1 – DEFINITIONS**

- CENTER:** The recreational child development and childcare center located at 3625 Marathon Street, Los Angeles, California 90026, on a portion of Bellevue Recreation Center.
- PARK:** Bellevue Recreation Center, located at 826 N. Lucile Avenue, Los Angeles, California 90026.
- CITY:** The City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners.
- CONTRACTOR:** Hilltop Nursery School
- BOARD:** The Board of Recreation and Park Commissioners of the City of Los Angeles.
- RAP:** The Department of Recreation and Parks of the City of Los Angeles.
- GM:** General Manager of the Department of Recreation and Parks

**SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES**

2.1 The Parties to this CONTRACT are:

- CITY:** City of Los Angeles, Department of Recreation and Parks  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012
- CONTRACTOR:** Hilltop Nursery School, Inc.  
a California 501(c)(3) nonprofit corporation  
3625 Marathon Street  
Los Angeles, CA 90026

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

- CITY:** Joel Alvarez, Senior Management Analyst II  
Partnership Division  
221 N. Figueroa Street, Suite ???  
Los Angeles, CA 90012

Tel. (213) 202-5671  
Fax (213) 202-2614  
E-mail Joel.Alvarez@lacity.org

**Note:** For purposes of this CONTRACT, the CITY representative above, or his successor, shall be referred to herein as "RAP Liaison".

**CONTRACTOR:** Hilltop Nursery School, Inc.  
Anthony Crump, President, Board of Directors  
3625 Marathon Street  
Los Angeles, CA 90026

Tel. (323) 663-3025  
Fax (323) 666-2096  
E-mail [info@hilltopla.org](mailto:info@hilltopla.org)

- 2.3 Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), facsimile, or hard copy, and shall be deemed communicated as of the date of receipt.
- 2.4 If the name of the person(s) designated to receive the notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other PARTY within ten (10) working days of such change.

### **SECTION 3 - TERM OF CONTRACT**

The term of this CONTRACT ("TERM") shall be effective and become operational under this CONTRACT on October 1, 2017. This CONTRACT shall expire following the completion of the initial seven (7) year TERM on September 30, 2024.

The TERM may be extended for an additional five (5) years at the discretion of RAP.

Neither CITY, nor any board member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of this CONTRACT.

### **SECTION 4 - CENTER AND SITE DESCRIPTION**

#### **4.1 CENTER:**

CENTER is located at 3625 Marathon Street, Los Angeles, California 90026, within the PARK commonly known as Bellevue Recreation Center. The CENTER has the capacity to be licensed by the State of California for up to forty-

four (44) children (toddlers and/or preschool-age children). The facility is presently licensed for forty-four (44) children, ages two (2) to six (6) years old. A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as Exhibit A.

The CENTER is presently furnished and equipped to serve toddlers and preschool-age children. The existing equipment, hardware, furnishings, materials and supplies purchased and owned by the CITY will remain with the CENTER for use by the CONTRACTOR.

Any equipment, hardware, furnishings, materials and/or supplies purchased by CONTRACTOR with CITY funds shall be owned by the CITY and will remain with the CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and/or supplies purchased by CONTRACTOR with its own funding (not provided by CITY) shall be owned by CONTRACTOR and shall not become a fixture of the CENTER, unless it is a physical improvement permanently attached to the building structure(s) or land.

#### 4.2 SITE DESCRIPTION:

The CENTER consists of approximately 7,200 square feet of fence-enclosed grounds, with two (2) connecting octagonal shaped modular classroom structures and an outdoor play area with play equipment and a storage shed, which for purposes of this CONTRACT constitutes the entire CENTER.

The CENTER specifically includes:

##### a) Interior

1. Two (2) connecting octagonal shaped modular classroom structures (Toddler and Preschool mixed use);
2. Two (2) children's restrooms;
3. One (1) non-commercial food preparation kitchen;
4. An office/reception area for staff use with separate storage area;
5. One (1) teacher's work space/storage area; and,
6. One (1) adult restroom.

##### b) Exterior / Playground

1. One (1) multi-surface playground with sand;
2. A playground with a small slide for toddlers and preschool-age children;
3. A terraced path and play area; and,
4. A front yard area with small garden.

**Note:** Designated CONTRACTOR parking at the CENTER is not provided exclusively for CENTER staff or patrons and can be subject to

parking enforcement. Available parking at the PARK is open to the public and will be on a first-come, first-served basis. There are no reserved or designated parking spaces unless prearranged in writing with PARK Staff.

## **SECTION 5 - CITY'S PHILOSOPHY ON CHILD DEVELOPMENT AND CHILD CARE**

CITY's philosophy is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment, while providing recreational programs focused on "play" activities. The children should be treated with respect and appreciation of their interests to allow them to grow and develop according to their own schedule and needs.

The overall experience they receive at the CENTER should enrich their lives socially, cognitively, physically and emotionally, and should enhance their individual capabilities by appreciating and reflecting their diverse qualities in the learning environment through recreational activities.

## **SECTION 6 - CONTRACTOR'S RESPONSIBILITIES**

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

### **6.1 General Operation**

CONTRACTOR shall manage and operate a recreational child development and childcare program at the CENTER (collectively, "PROGRAM") for the primary benefit of the local community, which provides high quality recreational child development programs and childcare services, for a licensed capacity of forty (40) children, ages 2 to 6 years old.

### **6.2 Hours and Days of Operation**

The hours and days of operation for the CENTER shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding the following CITY observed holidays: Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, and New Year's Day.

It is understood that the CONTRACTOR will inform the CITY by means of a written request of any dates during the year that will require that the CENTER be closed or be open on one of the above CITY observed holidays.

### **6.3 Operating Responsibilities**

CONTRACTOR shall manage and operate the CENTER in a manner consistent with the CITY's philosophy on recreational child development and childcare as

set forth above, so as to maintain a high quality child development and childcare center. In addition to the PROGRAM set forth in this CONTRACT, CONTRACTOR shall be responsible for maintaining the CENTER's operating income through the collection of CENTER fees, pre-approved by the BOARD in writing, and must fully accept any and all risk of operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose other than recreational child development programs, childcare services, and related activities.

Contractor Shall:

- a) Establish a Center philosophy and PROGRAM that promotes the best practices in the field of recreational child development and childcare, consistent with the CITY's Philosophy set forth in Section 5 of this CONTRACT.
- b) Establish and maintain a PROGRAM with effective procedures to ensure the health, safety, and security for all persons while they are involved in PROGRAM related activities at the CENTER.
- c) Develop and maintain a quality PROGRAM with culturally and developmentally appropriate goals and activities.
- d) Implement a PROGRAM that is well-researched, developmentally-appropriate, and responsive to the diverse needs of the children and their families.
- e) Have primary responsibility to ensure that the CENTER is a safe and healthy environment and meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying RAP of any conditions at the Center that are CITY's responsibility to address, as set forth in Section 7 of this CONTRACT.
- f) Obtain and maintain a State of California Child Care License for the CENTER, and on an ongoing basis, must meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, as regulated by the Community Care Licensing Division of the State of California Department of Social Services. CONTRACTOR will ensure a copy of the current updated License is provided to the RAP Liaison, and upon request, to the BOARD. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements as set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.
- g) Be responsible to obtain and pay all required business licenses and permits, as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance

hereunder, and pay any and all fees required for such licenses, permits, and/or clearances.

#### 6.4 Maintenance and Repair of CENTER

During the TERM of this CONTRACT, and subject to the terms and conditions contained herein, CONTRACTOR, at its sole cost and expense, shall perform the following functions and/or repair of the CENTER, as further described herein.

- a. CONTRACTOR accepts the CENTER in its condition at execution of this CONTRACT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility feature, or portion of the CENTER, nor any appliance, amenity or fixture thereon, whether installed by CITY or CONTRACTOR, and regardless of cause.
- b. CONTRACTOR, in performing all required maintenance and repair of the CENTER, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of RAP, in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. Daily maintenance to be performed by CONTRACTOR:
  - i. Keep the CENTER clean and safe at all times;
  - ii. Assist RAP in maintaining the shared-use areas of the PARK, including pedestrian paths, common walkways, parking lot, and other shared areas utilized by CONTRACTOR during PROGRAM operations, in a clean condition free of any debris and/or trash associated with PROGRAM operations or activities;
  - iii. Pick up and dispose of trash and debris within the CENTER and/or shared-use areas of the PARK caused by a CONTRACTOR contracted vendor, service provider, volunteer, visitor, or other person associated with the CENTER or PROGRAM;
  - iv. Prevent any such matter or material from accumulating upon or within the CENTER such that it is clearly visible to public view.
- d. Pursuant to CONTRACTOR's notification to RAP and RAP's subsequent instructions to CONTRACTOR if applicable, CONTRACTOR shall repair within such time reasonably acceptable to RAP, any damages to the CENTER which occur during CONTRACTOR operations, or by vandalism, or that is caused by CENTER's restoration, refurbishment, or maintenance; CONTRACTOR

recognizes that any damage which remains unrepaired may constitute a hazard to public safety.

- e. CONTRACTOR shall be responsible for required repairs resulting from damages caused to the PARK shared-use area(s) during CONTRACTOR use of such areas. Considering that CONTRACTOR's use of the shared-use area(s) is not exclusive to CONTRACTOR, CONTRACTOR shall not be responsible for required shared-use area repairs caused by normal wear and tear or which are caused by the general public's use.
- f. Any glass, both exterior and interior of the CENTER, which is damaged during the TERM of this CONTRACT, shall be promptly repaired or replaced at the sole cost and expense of CONTRACTOR, with glass of the same size, kind, and quality.
- g. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable, or material hazard detrimental to public health shall be permitted, or allowed to remain, on the CENTER grounds or within the PARK.
- h. CONTRACTOR shall be responsible for securing its personal property located or stored with the CENTER, providing appropriate security as necessary to ensure the safety and protection of CONTRACTOR's property.
- i. CONTRACTOR shall maintain in appropriate and good working condition, all interior walls and surfaces of the CENTER and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems, which may now or hereafter exist thereon whether installed by CITY or CONTRACTOR. Prior to making any major repairs to the CENTER, CONTRACTOR shall obtain written approval from RAP, which approval shall not be unreasonably withheld.
- j. To the extent that needed repairs to the CENTER are not performed by CONTRACTOR in a timely manner, CONTRACTOR waives any and all claims against CITY for damages as a result of CONTRACTOR's failure to make such repairs.

#### 6.5 Consideration

Pursuant to the terms and conditions of this CONTRACT, the consideration for this CONTRACT in exchange for CONTRACTOR's use of the CENTER, shall be the provision of management and operation of a recreational child development and licensed childcare center, for the primary benefit of the local community and general public, at no cost to CITY, including but not limited to CONTRACTOR's maintenance and/or repair of the CENTER in accordance with Section 6.4 above.

- a) **Cost Recovery Reimbursement Fee.** During the TERM of CONTRACT, CONTRACTOR shall pay an annual Cost Recovery Reimbursement Fee (CRRF) to RAP, for costs incurred by RAP related to this CONTRACT and CONTRACTOR's use of the CENTER. The annual CRRF is \$2,436.00, to be paid between July 1st and 15th of each current year of the TERM. PARTIES may discuss and agree that the annual CRRF may be paid in incrementally; (i) semi-annually in the amount of \$1,218.00; (ii) quarterly in the amount of \$609.00; or, (iii) monthly in the amount of \$203.00. Should payment be made incrementally, payments shall be due by the tenth (10<sup>th</sup>) day of each period (by July 10<sup>th</sup> and January 10<sup>th</sup> for semi-annual payments; by the 10<sup>th</sup> of July, October, January, and April, for quarterly payments; and by the 10<sup>th</sup> of each current month for monthly payments). Cost Recovery Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b) **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the CENTER (electricity, gas, water) shall be the sole responsibility of CONTRACTOR. Such utility expenses shall be paid directly by CONTRACTOR to utility service provider(s).
- c) **Trash and Solid Waste Disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of solid waste, trash and recyclables must be at the sole expense of the CONTRACTOR, with services of non-CITY provider billed directly to the CONTRACTOR where feasible, or recovered by RAP through fees if not. The annual CRRF for solid waste disposal (trash fee) is \$732.00; or \$366.00 semi-annually; \$183.00 quarterly; or, \$61.00 monthly. Such fees are included in the CRRF amount in paragraph 6.5.a. above.
- d) **Staff Impact.** Pursuant to the RAP policy regarding staff cost impacts incurred by RAP related to non-profit organizations operating on park property, approved by the BOARD on July 19, 2012 (Report No. 12-217), the annual Staff Impact Fee for common area maintenance and administrative staff costs is \$1,704.00; or \$852.00 semi-annually; \$426.00 quarterly; or, \$142.00 monthly. Such payments are included in the CRRF listed in paragraph 6.5.a. above.
- e) **Telephone and data lines.** CONTRACTOR shall be responsible for the cost of telephone and data lines utilized at CENTER and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines at CENTER that CONTRACTOR uses.

- f) Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CONTRACTOR is wholly responsible for timely payment of cost recovery fees regardless of written notification which is not required.
- g) Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, mail stop 628-9  
Los Angeles, California 90012

## 6.6 Policies and Procedures

CONTRACTOR shall:

- a) Develop and maintain a policies and procedures manual (Operations Manual), as further described below in Section 6.10 herein, for the operation of the CENTER, including but not limited to, protocols for communication with the RAP Liaison, and oversight for the implementation of said policies and procedures. CONTRACTOR shall update said manual as necessary and submit a copy annually for review by RAP as part of the Annual Review process and/or upon request by RAP.
- b) Establish and maintain a system to develop strong, working relationships among CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- c) Establish and maintain PROGRAM quality assessments and participate in PROGRAM evaluations by RAP, beginning six (6) months after start-up of CENTER operations and not less than annually thereafter, to ensure the quality of, and adherence to, the CENTER program.
- d) Develop, implement, and maintain admission procedures in conformance with Title 22, Division 12 of the CCR.
- e) Provide a procedure for receiving and releasing the children to parents and those authorized by the parents, to ensure the safety and security of the children.
- f) Assess and collect fees from consumer-parents, in accordance with the terms and conditions of this CONTRACT.
- g) Require that all staff become certified in first aid and Cardiopulmonary Resuscitation (CPR); that both the Site Supervisor and Head Teacher

complete fifteen (15) hours of Health and Safety training; and, continually renew such certification(s) and training as required by State regulations.

- h) Develop procedures for identifying, repairing/replacing, and reporting to the RAP Liaison, any and all repair, servicing and replacement of items as necessary to maintain PROGRAM operations as described herein.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Licensing Agency.
- j) Assume the cost of any applicable Possessory Interest tax as determined by the County of Los Angeles Tax Assessor.

#### 6.7 Emergency Policies and Procedures

In coordination with the RAP Liaison, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER, the appropriate level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight (48) hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple secondary emergency contacts for immediate family members or extended family members of each child, and all available medical and emergency contact information.

#### 6.8 Staffing

CONTRACTOR shall:

- a) Fully staff and maintain the CENTER at a level in compliance with State of California licensing requirements for mixed age classrooms for children ages 2 to 5 years. State required staff to child ratios must be maintained at all times, except during designated naptime(s) and must be in accordance with Title 22, Division 12 of the CCR.
- b) Provide provisions for overlap of staff at the CENTER between separate shifts in order to ensure continuity of care.

- c) Maintain an appropriate number of staff “floaters” for use as needed at the CENTER to address potential gaps in staff coverage.

#### 6.9 Hiring, Training and Professional Development

CONTRACTOR shall:

- a) Establish and maintain a system for the selection, supervision and training of qualified staff, including compliance with applicable Affirmative Action and Equal Employment Opportunity regulations, and American with Disabilities Act (ADA) and related guidelines and regulations, as applicable.
- b) Implement a structured, systematic training and professional development program that is linked to clear goals and outcomes for staff employed and enrolled children at the CENTER.

#### 6.10 Operations Manual

In accordance with the provisions of this CONTRACT, CONTRACTOR shall maintain and oversee adherence to a current and updated Operations Manual specific to the CENTER and this CONTRACT, addressing staffing and employment policies, benefits, practices, and protocols, and childcare licensing compliance updates and requirements.

#### 6.11 Removal of Key Personnel

CONTRACTOR shall provide the RAP Liaison with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) President, Board of Directors;
- b) Program Director;
- c) Administration and Operations Manager.

CONTRACTOR shall provide the RAP Liaison with a notice of intent prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent should include a detailed explanation of how the CONTRACTOR will continue to perform its responsibilities and meet its obligations under the CONTRACT upon completion of the staffing change.

CONTRACTOR may provide the notice of intent to the RAP Liaison through electronic mail (e-mail), facsimile, or hard copy, provided to the RAP contact listed in Section 2.2 of this CONTRACT.

Reassignment or removal of Key Personnel without the prior notice of intent provided to the RAP Liaison can be considered a material breach of this CONTRACT and possible grounds for termination of this CONTRACT.

#### 6.12 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees shall be set forth as listed in EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR may submit a written request to the RAP Liaison for authorization to increase the tuition rate and schedule of fees on an annual basis. The written request must include justification and pertinent documents substantiating the requested increase. Any increase may not take effect until approved in writing by the BOARD.
- c) The tuition rate and schedule of fees may not be increased by more than a maximum of 3.5% per year, subject to written approval by the BOARD.

#### 6.13 Operating Budget

CONTRACTOR shall initially manage and operate the CENTER in accordance with the initial annual operating budget attached hereto and incorporated herein by reference as EXHIBIT C, which consequently was approved by the CITY through its selection of the CONTRACTOR for award of this CONTRACT. CONTRACTOR shall provide revised annual operating budgets in accordance with Section 6.19 of this CONTRACT.

#### 6.14 Enrollment Process and Wait List Policy

In accordance with the priorities set forth below, CONTRACTOR shall administer the enrollment process, including but not limited to, the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and waiting list policy as follows:

- a) Current enrollees and their siblings at the time of execution of this CONTRACT shall have first right of refusal for continued enrollment per the price and terms set forth by this CONTRACT.
- b) Applications for enrollment shall be considered on a first-come, first-served basis.
- c) Residents within a five (5) mile radius shall be given the highest priority, and every effort by CONTRACTOR shall be made to ensure that the enrollment

spaces at the CENTER are utilized by the children within a five (5) mile radius before anyone else.

- d) Scholarships opportunities shall be offered to eligible low-income families, with priority given to prospective low-income applicants and/or enrollees who reside within a five (5) mile radius of the CENTER.
- e) Priority consideration by CONTRACTOR may be given to siblings of children enrolled subsequent to the execution of this CONTRACT.
- f) CONTRACTOR shall ensure that each applicant is placed on the appropriate wait-list within their respective categories (full-time or part-time) in the order of their application date.

#### 6.15 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER with the objective of achieving full enrollment. The plan may include participating in publicity, media, and recruitment activities to promote the CENTER. CONTRACTOR must obtain approval from RAP through the RAP Liaison prior to participating in such media events and promotional activities when related to, or occurring at, the CENTER.
- b) CONTRACTOR shall promote quality programming through such activities as seeking new, creative means to improve or enhance services, funding development, improve training and community relations, and/or other related efforts.

#### 6.16 Parent Engagement and Participation

As part of the Operations Manual, CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation in CENTER activities, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Support and participation in a Parent Board or Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written direction and establish parameters for involving parents in policy and decision-making processes.

#### 6.17 Subcontracting of Services

- a) The subcontracting of recreational child development programming and/or childcare services provided at the CENTER shall be strictly prohibited. All such programs and services shall be provided by CONTRACTOR staff, unless approval for such is provided by RAP in advance.
- b) CONTRACTOR may provide hot lunches and enrichment programs through vendors (e.g., music, art, dance, etc.), subject to required licensing, certifications, insurance, and/or approvals for such services.
- c) CONTRACTOR may provide supplemental services that CONTRACTOR deems appropriate and beneficial for the children (e.g., nutritionist, nurse, educational therapist).

#### 6.18 Nutrition

CONTRACTOR agrees to abide by the following regarding nutrition, snacks, and meals provided at the CENTER:

- a) CONTRACTOR agrees to comply with the City's Good Food Purchasing Guidelines for Food Service Institutions, attached hereto and incorporated herein by reference as Exhibit D.
- b) CONTRACTOR may provide a hot lunch program and/or food program, should CONTRACTOR determine such program to be necessary and feasible in accordance with Good Food Purchasing Guidelines.
- c) CONTRACTOR may provide nutritional supplements in the morning, afternoon, and/or late afternoon, with appropriate consideration given for ethnic and cultural preferences, and special diets, subject to the Good Food Purchasing Guidelines and prior coordination with, and approval by, respective parents. Parents shall reserve the right to choose for their child or children to not participate.

#### 6.19 Reports Required from Contractor

The CENTER benefits from the use of public assets and as such, any and all information connected to the operation of the CENTER must remain open and subject to public scrutiny.

Being that CONTRACTOR is a non-profit entity operating on City-owned property, funding and expenditures are not to be commingled with that of any business operations at other childcare and/or business locations operated by the CONTRACTOR or any other entity. The following reports must be provided by CONTRACTOR to the RAP Liaison within specified time periods:

**1. Proposed Annual Budget**

By the first day of April of each year, CONTRACTOR must provide RAP with a detailed proposed budget for the CENTER for the following fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>). The proposed budget shall consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

**2. Annual Audited Statements**

By the first day of December of each year, CONTRACTOR must provide RAP for review, an annual financial statement for the previous fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>).

**3. Quarterly Reports**

A. Quarterly Reports shall be due to the RAP Liaison on:

1. First Quarter Report – due December 1<sup>st</sup> (for July - September);
2. Second Quarter Report – due March 1<sup>st</sup> (for October - December);
3. Third Quarter Report – due June 1<sup>st</sup> of each year (for January – March); and,
4. Fourth Quarter Report – due September 1<sup>st</sup> of each year (for April – June).

B. The Quarterly Reports shall each contain the following:

1. Budget to Actual Report of the actual revenues and expenses for the affected three (3) month period, with a narrative explanation of any variances from the budgeted item.
2. An Enrollment List by classroom assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time), and attendance for the month (number of days attended).
3. Wait-Lists, one for full time and one for part-time, which include the date that the child/children was/were added to the waiting list, the child's and parent's name(s), and potential future classroom assignment.
4. Staffing List that includes each employee's name, title, classroom or work-assignment, and work schedule (e.g., full-time or part-time).

The Staffing List should identify major changes in work assignment, including reassignments, removals, and terminations.

The BOARD reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to RAP.

#### 6.20 Contractor Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT, and/or within three (3) years following the termination of the CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by the CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: 1) Tuition and parent fee revenues; 2) parent donation and fund-raising revenues; and, 3) any other revenue(s) or funds received for, or on behalf of, the CENTER.
- c) CONTRACTOR shall not commingle CENTER funds and/or financial accounts or expenditures, with that of any other CONTRACTOR business operations or that of any other entity.

#### 6.21 Notices from / by Contractor

CONTRACTOR must provide timely and advanced notice to the RAP Liaison of all important matters related to the operation of the CENTER, including but not limited to:

- a) Special CENTER activities and events for the upcoming month that are not already included in the calendar of activities;
- b) Parent meetings and parent-related activities for the upcoming month that are not already on the calendar of activities;
- c) Notice of parent issues or concerns, and plans to address such issues or concerns;
- d) Licensing and regulatory activity, including notification of site visits and other regulatory activities;
- e) Pending issues that may require CITY intervention or action.

Notices must be sent within ten (10) working days of CONTRACTOR receiving the subject and/or information. For items (d) and (e) of this Section 6.21, CONTRACTOR must notify RAP Liaison immediately within forty-eight (48) hours of becoming aware.

#### 6.22 Contractor Equipment

CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by the CONTRACTOR with its own funds shall remain as property and responsibility of CONTRACTOR.

### **SECTION 7 - RAP RESPONSIBILITIES**

The following are RAP responsibilities to the CENTER:

#### 7.1 The Department of Recreation and Parks (RAP)

- a) RAP will provide scheduled maintenance of the PARK's exterior grounds, including the children's play area(s) and parking area.
- b) RAP is the contract administrator for this CONTRACT, with any needed and/or required activity coordination, communication(s), verification(s), reporting, and/or approval(s) administered through the RAP Liaison.

#### 7.2 RAP Liaison

CITY has designated a representative to act as the RAP Liaison for the CENTER (See Section 2.2). The RAP Liaison, or his or her designee, shall:

- a) Monitor and address CONTRACTOR compliance with the requirements and obligations of this CONTRACT;
- b) Receive and review Quarterly and Annual Reports, as stipulated herein;
- c) Conduct performance and compliance reviews, including announced and unannounced site visits to the CENTER to observe operations and compliance matters, and will address any identified issues; and,
- d) Coordinate activities with other City of Los Angeles departments or RAP units as needed;

### **SECTION 8 – PROGRAM AND COMPLIANCE EVALUATION**

CITY will conduct a program evaluation to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address PROGRAM operations,

allowing for review and action on any proposed PROGRAM modification, such as but not limited to, proposed and/or approved changes in tuition rates and schedule of fees, and/or programming and services.

Should deficiencies or areas of non-compliance be identified by CITY, CONTRACTOR shall be allowed sufficient time to take corrective action, as determined by the applicable City agency or BOARD. Failure to correct deficiencies or non-compliance matters within an established time-frame can result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 9 herein.

## **SECTION 9 – DEFAULT AND TERMINATION**

### **9.1 City's Right to Terminate**

#### **a) Termination for Cause**

The RAP Liaison will conduct a regular review of CONTRACTOR operations at CENTER, including programs, operations, and regular evaluations to monitor compliance with this CONTRACT. Should deficiencies or non-compliance items be identified, RAP shall provide written notification of such deficiencies to CONTRACTOR and allow CONTRACTOR fifteen (15) calendar days from the date of notice of such deficiencies to cure such default. CONTRACTOR may request additional time if necessary, subject to approval by the GM, and/or BOARD if required. CITY shall reserve the right to require a sooner correction of deficiencies if such deficiency is related to matters of public health, safety, or State licensing.

If CONTRACTOR fails to cure the default within the prescribed time frame provided by the CITY, CITY may terminate this CONTRACT for cause by providing CONTRACTOR with a written notice of termination. In the event that the CONTRACTOR commences to cure the default after the prescribed time-frame has elapsed, CITY shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue a resolution to the deficiencies, and hold the CONTRACTOR in default.

In the event there is cause for termination of this CONTRACT, CONTRACTOR agrees to peacefully vacate the CENTER on or before the effective date of such termination, and must leave CENTER in the same, or better condition, in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

#### **b) Termination for Serious Threat to Health or Safety**

Notwithstanding Section 9 of this CONTRACT (Default and Termination), particularly Section 9.1.a, should CITY reasonably identify a deficiency or area of non-compliance, and determines that such item poses a serious threat to the health and/or safety of the activities or persons within the CENTER (children, parents, and/or employees), CITY shall immediately notify CONTRACTOR in writing, and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT with two (2) calendar days advanced written notice to CONTRACTOR, without any risk of liability to CITY.

In the event of termination for serious threat to health and/or safety, the CONTRACTOR must vacate the CENTER on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at the beginning of CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

In accordance with the Standard Provisions for City Contracts (Rev. 03/09, or latest version), the BOARD may terminate this CONTRACT for any reason, whether for CITY's convenience or due to emergency or circumstances beyond CITY's control.

d) Termination due to Financial Status

The BOARD may terminate this CONTRACT due to the CITY's financial inability to fulfill its responsibilities under this CONTRACT. If CONTRACTOR elects to assume such responsibilities at its own expense, CONTRACTOR shall propose such action in writing to the RAP Liaison for consideration by the RAP General Manager and/or BOARD. Any RAP determination, whether by the RAP General Manager or BOARD, any acceptance and/or approval of such proposal shall be communicated by RAP to CONTRACTOR in writing. RAP's response shall not be unreasonably withheld.

e) Notwithstanding exceptions contained herein, RAP shall notify CONTRACTOR in writing of any termination of this CONTRACT, with sixty (60) calendar days advance written notice following the BOARD's approval to terminate.

9.2 Contractor's Right to Terminate

CONTRACTOR may terminate this CONTRACT for any reason with sixty (60) calendar days advanced written notice to RAP. Such written notice must include an explicit explanation of the reason for termination.

In the event of CONTRACTOR's termination, CONTRACTOR must vacate the CENTER on or before the effective date of such termination and must leave CENTER in the same or better condition in which it was found at the beginning of CONTRACT TERM, with the exception of normal wear and tear.

### 9.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of this CONTRACT by CONTRACTOR:

- a) CONTRACTOR's general assignment or general arrangement, for the benefit of creditors;
- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization, or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including the CENTER, or of the CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty (30) days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

## **SECTION 10 - LIABILITY**

### 10.1 Indemnification:

Except for the active negligence or willful misconduct of CITY or any of its boards, officers, agents, employees, assigns, or successors in interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY's Officers, Agents, and Employees from and against all 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 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, or incident to, the performance of this CONTRACT on the part of the CONTRACTOR, its officers, agents, employees, or sub-contractor of any tier.

### 10.2 Insurance:

#### A. General Conditions:

CONTRACTOR shall obtain and keep in force an insurance policy which covers all operations conducted at the CENTER pursuant to the terms and conditions of this CONTRACT. Such insurance policy must also insure the City of Los Angeles, as an additional insured, and comply with the Office of the Administrative Officer's insurance requirements, as described in the Insurance Requirements sheet (Form Gen. 146 – Rev. 09/06), attached hereto and incorporated herein by reference as Exhibit-E. Pursuant to the Instructions for Submitting Proof of Insurance to the City, included herein with Exhibit-E, such proof of insurance shall be submitted to CITY through the Office of the City Administrative Officer, Risk Management website; [www.track4la.lacity.org](http://www.track4la.lacity.org).

The GM, based upon advice of the City Risk Management, may increase or decrease the amounts of insurance coverage required herein, by providing ninety (90) calendar days advanced written notice to the CONTRACTOR.

Without limiting CONTRACTOR'S indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, such insurance described above and on Exhibit-E, in accordance with the following conditions:

1. Additional Insured:  
CITY, its Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverage(s) (such as Fire Legal). CITY shall be named "Loss Payee as Its Interest May Appear" in all required property, fidelity and/or surety coverage(s).
2. Insurance Requirements:  
All insurance required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Attorney and/or Office of the City Administrative Officer (CAO) Risk Management Office, for its review in accordance with Los Angeles City Administrative Code Sections 11.47 through 11.56.
3. Primary Insurance:  
Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on CITY'S insurance program for contributions.
4. Admitted Carrier / Licensed California Broker:  
Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.
5. 30-Day Notice:

With respect to the interest(s) of the CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty (30) days written notice by receipted delivery (e.g. certified mail-return receipt, courier et.) has been given to the Office of the CAO Risk Management Office.

6. Prior Approval:

Evidence of insurance shall be submitted to and approved by the Office of the CAO Risk Management Office prior to commencement of any work or tenancy under this CONTRACT.

7. Severability of Interest:

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

8. Renewal:

Once the insurance has been approved by the City Attorney and/or CAO Risk Management Office, evidence of renewal of an expiring policy may be submitted pursuant to the instructions on Exhibit-E. If the policy or the carrier has changed, new evidence of insurance must be submitted in accordance with Exhibit E.

9. Aggregate Limits/Blanket Coverage:

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the CONTRACTOR separate of this CONTRACT, CONTRACTOR shall provide the CITY with prompt written notice of any incident, occurrence, claim, settlement or judgment against such insurance, which in CONTRACTOR'S best judgment will diminish the protection such insurance affords the CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

B. Self-Insurance and Self-Insured Retentions:

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the CITY, upon review of evidence of CONTRACTOR'S financial capacity to respond. Additionally, such programs or retentions must provide the CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

C. Modification of Coverage:

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.

D. Availability/Failure to Procure Insurance:

The required coverage(s) and limits are subject to availability on the open market at reasonable cost as determined by the CITY. Non-availability or non-affordability must be documented by a letter from the CONTRACTOR'S insurance broker or agent, indicating good faith insurance quotes were sought out and showing at minimum the names of the insurance carriers and the declinations or quotations received from each.

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

E. Underlying Insurance:

CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents and/or subcontractor(s), if any, to protect CONTRACTOR's and CITY's interest(s), and for ensuring that such persons comply with applicable insurance statutes. CONTRACTOR is encouraged to seek professional advice in this regard.

F. Workers' Compensation:

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of this CONTRACT.

Any breach of this condition for insurance requirements can be considered a material breach of this CONTRACT.

### **SECTION 11 – WAIVER OF CLAIMS**

The PARTIES to this CONTRACT hereby waive any claim against the other PARTY and its officers, agents or employees, for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this

CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

## **SECTION 12 – INCORPORATION OF STANDARD PROVISIONS**

CONTRACTOR shall comply with the Standard Provisions for City Contracts (Rev. 03/09, or latest version), attached hereto and incorporated herein by reference as EXHIBIT F and thereby made part of this CONTRACT.

## **SECTION 13 – ENTIRE CONTRACT**

This CONTRACT contains the full and complete contract between the PARTIES. No verbal agreement or conversation between CONTRACTOR and any officer or employee of the CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless evidenced by a written agreement executed by both PARTIES.

## **SECTION 14 – RATIFICATION**

At the request of RAP, and because of the need therefor, CONTRACTOR began performance of the responsibilities contained herein prior to execution of this CONTRACT, which were required prior to the execution hereof. By execution of this CONTRACT, RAP hereby accepts such service(s) subject to all the terms, covenants, and conditions of this CONTRACT, and ratifies its agreement with CONTRACTOR for such services(s).

## **SECTION 15 – EXHIBITS**

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

- Exhibit A - Center and Park Site Map
- Exhibit B - Initial Tuition Rate and Fee Schedule
- Exhibit C - Initial Operating Budget
- Exhibit D - Good Food Purchasing Guidelines for Food Service Institutions
- Exhibit E - Insurance Requirements and Instructions for Submitting Proof of Insurance
- Exhibit F - Standard Provisions for City Contracts (Rev. 03/09, or latest version)

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

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the PARTIES have executed this Management and Operations Contract, as of the day and year first written above.

CITY OF LOS ANGELES, a  
municipal corporation, acting by  
and through its BOARD OF  
RECREATION AND PARK  
COMMISSIONERS

HILLTOP NURSERY SCHOOL, INC., a  
California 501(c)(3) nonprofit corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Secretary

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

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

By: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

EXHIBIT A

Center and Park Site Map

Bellevue Recreation Center



Recreational Child Development and Child Care Center Area



## EXHIBIT B

### Initial Tuition Rate and Fee Schedule

Hilltop Nursery School  
 Summary of Proposed Program Tuition and Fees  
 Year One

<b>Program</b>	<b>Part Time</b> (9:00am - 12:30pm)	<b>Full Time</b> (9:00am - 4:00pm)	<b>Extended</b> (7:00am - 6:00pm)
Monday - Friday			
Monthly Tuition	\$852.00	\$1,136.00	\$1,306.00
Annualized Tuition	\$10,224.00	\$13,632.00	\$15,672.00
Annual Fee <sup>(1)</sup>	\$515.00	\$515.00	\$515.00
<b>One-Time Fees:</b>			
Application Fee <sup>(2)</sup>	\$41.00	\$41.00	\$41.00
Registration Fee <sup>(3)</sup>	\$52.00	\$52.00	\$52.00
<b>Other Fees:</b>			
Late Fee <sup>(4)</sup>	\$20.00	\$20.00	\$20.00
Returned Check <sup>(5)</sup>	\$12.00	\$12.00	\$12.00

**Notes:**

- (1) Annual Fee is applied to all students and is to be paid prior to the start of the new school year
- (2) Application Fees are paid by families when applying to Hilltop for the first time. Fees for siblings are waived.
- (3) Registration Fees are paid for each child enrolled into Hilltop for the first time. No fees are charged for subsequent years enrolled.
- (4) Late Fees are due if payment is late (received after the 10th of each month)
- (5) Returned Check Fees are due if payment by check fails to clear.
- (6) There is a 10% sibling discount on monthly tuition fees.
- (7) All families are expected to pay a \$200 deposit within 60 days of the start of the new school year.  
 This amount is deducted from the Registration Fee and the last month's tuition payment.

## EXHIBIT C

### Initial Operating Budget

#### Hilltop Nursery School Start-Up Costs - July 1, 2017

Inventory		
Food & Water	4,214	From Program Costs in Year One Budget
Non-Perishable Supplies	3,371	From Program & Building Costs in Year 1 Budget
Classroom Supplies	3,933	From Program Costs in Year One Budget
Equipment		
Office Furniture & Equipment	1,018	Est. replacement cost of existing owned equipment
Classroom Furniture & Outdoor Equipment	10,239	Est. replacement cost of existing owned equipment
Computers and Electronics	1,640	Est. replacement cost of existing owned equipment
Copier / Printer	1,183	Est. replacement cost of existing owned equipment
Appliances	2,538	Est. replacement cost of existing owned equipment
Operating Supplies		
Office Supplies	2,472	From Office Expense in Year One Budget
Marketing & Advertising	464	Year One Budget
Payroll, Taxes & Employee Benefits	467,043	Personnel Expense in Year One Budget
Insurance	8,240	Year One Budget
Other Expenses		
Professional Fees / Contract Services	721	Year One Budget
Other Office Expenses	4,134	Various Admin. Expenses from Year 1 Budget
Telephone	2,584	Year One Budget
Utilities	6,300	Year One Budget
Rent	2,436	Year One Budget
Other Building Maintenance	7,222	Year One Budget
Fundraising Events	7,622	Year One Budget
Other Program Costs	721	Remainder of Program Costs in Year One Budget
<b>Total Start Up Costs</b>	<b>\$538,094</b>	

EXHIBIT D

Good Food Purchasing Guidelines for Food Service Institutions

**[Attached as Separate Document]**

## **GOOD FOOD PURCHASING POLICY**

In accordance with Mayor's Executive Directive No. 24, "Good Food Purchasing Policy," proposers are required to comply with the City of Los Angeles' Good Food Purchasing Guidelines.

The purpose of the policy is to make Good Food (defined as "food that is healthy, affordable, fair, and sustainable") more widely available to all Angelenos in order to promote healthier eating habits, support our local business economy, and create more jobs along the food supply chain. The Good Food Purchasing Guidelines (Guidelines) emphasize five core values: Local Economies, Environmental Sustainability, Valued Workforce, Animal Welfare, and Nutrition. The complete Guidelines are included in this exhibit.

All Bidders/Proposers who are awarded contracts with the Department shall complete and submit the Good Food Purchasing Pledge (one [1] page) prior to execution of the contract.

### **INSTRUCTIONS:**

- a. Awarded proposer only: Complete, submit, and comply with the steps outlined in the Good Food Purchasing Pledge (Page 1 of attached informational package).

# The Good Food Purchasing Pledge



**IN PLEDGING OUR SUPPORT FOR GOOD FOOD, we will use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.**

We pledge to leverage our purchasing power to support the following values:

- **Local Economies:** support small and mid-sized agricultural and food processing operations within the local area or region.
- **Environmental Sustainability:** source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- **Valued Workforce:** provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
- **Animal Welfare:** provide healthy and humane care for livestock.
- **Nutrition:** promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

Signed by \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Institution \_\_\_\_\_

Date \_\_\_\_\_

## WE COMMIT OUR INSTITUTION TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD:

1

As outlined in the *Good Food Purchasing Guidelines for Food Service Institutions*, we commit to **annually increasing our procurement of Good Food** to meet multi-year benchmarks at the baseline level or beyond for five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition.

2

**Establish** supply chain accountability and a traceability system with vendors/distributors to verify sourcing commitments, assess current food procurement practices, and compile assessment results in a progress report.

3

**Report** annually on implementation progress of the *Good Food Purchasing Guidelines*.

## TO GUIDE IMPLEMENTATION, WE COMMIT TO THE FOLLOWING TIMELINE:

1

**Complete** a baseline *Good Food Purchasing* survey within one month of signing the *Good Food Purchasing Pledge*.

2

**Communicate** Good Food commitment to all suppliers, including distributors and food service companies within one month of the adoption of the *Good Food Purchasing Pledge*.

3

**Complete** an assessment of food purchasing practices within six months of the adoption of the *Good Food Purchasing Pledge*.

4

**Develop** and adopt a multi-year action plan with benchmarks to comply with the *Good Food Purchasing Guidelines* within the first year of the adoption to **the Good Food Purchasing Pledge** and share action plans with the Los Angeles Food Policy Council.

5

**Incorporate** the *Good Food Purchasing Guidelines for Food Service Institutions* into new RFPs and contracts, where applicable.

## PROGRAM COMPONENTS

- **Multi-Year Benchmarks:** Purchasers are asked to meet benchmarks in years one and five, recognizing that the shift towards Good Food purchasing will take time, and purchasers will need to make incremental changes.
- **Tiered-Value System:** A tiered-value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing initiative. For each of the five values, foods are ranked from Level One (baseline) through Level Three (highest). Higher tiers of achievement are rewarded with more points accordingly.
- **Ranked Criteria:** For most value categories, third-party certifications and label claims allowed by USDA or FDA are used to determine the level of “Good” achieved by an institution’s purchases. These third-party certifications are used to rank Good Food purchases as Levels One (baseline), Two, or Three within each value category.
- **Baseline Requirements:** A baseline in each category is established that must be maintained throughout participation in the program.
- **Good Food Recognition:** Purchasers are scored and recognized at different levels to reward higher Good Food sourcing commitments within value categories. Purchasers that meet the baseline level for each category receive Good Food Purchaser recognition (one star). Additional levels (two to five stars) are awarded to purchasers to recognize the most dedicated supporters of the *Good Food Purchasing Guidelines*.
- **Traceability:** Purchasers are asked to work with suppliers to establish transparent reporting systems to verify product source.
- **Compliance Plan:** If vendor and/or suppliers do not have a current capacity to meet food purchasing targets, the vendor may submit a plan to achieve full compliance at a baseline level by the end of year one.
- **Annual Report:** Purchasers are asked to report annually on their progress.
- **Promotion:** The City of Los Angeles and the Los Angeles Food Policy Council will regularly promote and celebrate Good Food institutional commitments. Successful participants in the *Good Food Purchasing Pledge* program can also serve as an inspiration and positive role model for other institutions in our region.

## PROGRAM OVERVIEW: GOOD FOOD PURCHASING GUIDELINES

Los Angeles Food Policy Council (LAFPC), in collaboration with public, private, and non-profit partners, developed *Good Food Purchasing Guidelines*, model guidelines for food service establishments in assessing and purchasing Good Food — food that is healthy, affordable, fair, and sustainable.

Scaled similarly to LEED green building certification, the *Good Food Purchasing Guidelines* emphasize five key values:

- (1) Local Economies
- (2) Environmental Sustainability
- (3) Valued Workforce
- (4) Animal Welfare
- (5) Nutrition

### About the Los Angeles Food Policy Council

The Los Angeles Food Policy Council (LAFPC) is a collective impact initiative created by Mayor Antonio Villaraigosa in January of 2011. LAFPC’s mission is to build a Good Food system for all Los Angeles residents. Such a system ensures that food is healthy, affordable, fair, and sustainable in order to improve the health and well-being of our residents, particularly in low-income communities and communities of color; promotes a thriving Good Food economy for everyone; and strengthens agricultural and environmental stewardship throughout the region. LAFPC coordinates the expertise and leadership of public, private, nonprofit, and academic partners to strengthen connections across the food system. The Food Policy Council and its staff serve as the “backbone” organization for the initiative, which has an extended reach of approximately 300 individuals and over 150 organizations.

LAFPC leverages its unique structure and placement as an independent multi-stakeholder initiative within the Mayor’s Office to advance innovative food policies. LAFPC combines coalition-building, leadership development, and issue and policy advocacy to advance food policies and programmatic innovations. The council’s goal is to shift our regional food system to promote local growers, sustainable agriculture, and fair working conditions for all food workers, and to ensure access to healthy affordable food in underserved communities.

For more information, contact [info@goofoodla.org](mailto:info@goofoodla.org).

**Good Food  
Purchasing Guidelines  
*for*  
Food Service Institutions**

**Los Angeles  
Food Policy Council**



**LOS ANGELES  
FOOD POLICY  
COUNCIL**

RFP EXHIBIT I

**Good Food  
Purchasing Guidelines  
*for*  
Food Service Institutions**

**Los Angeles  
Food Policy Council**



**LOS ANGELES  
FOOD POLICY  
COUNCIL**

*October 2012*

**GOODFOODLA.ORG**

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## Acknowledgements

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Photo credit: Haan-Fawn Chau

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# Good Food Purchasing Guidelines for Food Service Institutions

RFP EXHIBIT I

Food system transformation depends on large-scale shifts in the demand for and the subsequent purchasing of Good Food. By practicing Good Food purchasing methods, institutions can support food systems that are healthy, ecologically sound, economically viable, socially responsible, and humane. Universities and schools, hospitals, local governments, restaurants, and other institutions with food service venues are beginning to explore the opportunities afforded by thoughtful and value-based purchasing. By exercising their buying power, the purchasing practices of food service institutions can make a major difference in heightening the demand for and availability of Good Food.



The *Good Food Purchasing Guidelines for Food Service Institutions* is designed for public and private food enterprises in Los Angeles County and beyond to assist with their development of Good Food purchasing strategies. The guidelines include suggested measures and practical steps to implementing Good Food measures. The guidelines emphasize the following values:

- **Local Economies:** Support small and mid-sized agricultural and food processing operations within the local area or region.
- **Environmental Sustainability:** Source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- **Valued Workforce:** Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
- **Animal Welfare:** Provide healthy and humane care for livestock.
- **Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and eliminating artificial additives.

GOOD FOOD IS DEFINED  
BY THE LOS ANGELES FOOD POLICY COUNCIL  
AS FOOD THAT IS:

## HEALTHY

Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment.  
Food is delicious and safe.

## SUSTAINABLE

Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).  
accessible to all.

## FAIR

All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.  
High quality food is equitable and physically and culturally accessible to all.

## AFFORDABLE

Foods that people of all income levels can purchase.

By suggesting opportunities to assess existing policies and methodologies within each establishment, this guide is intended to provide tools to help create a shift to a more diversified and resilient food system, with sustainable and ethical sourcing of food in all levels of food service operations. Good Food production, purchasing, and consumption will require coordinated multi-sector adoption and engagement with participants who are willing to adhere to an established minimum of Good Food procurement, outlined in this document. Included in this document is a tiered assessment of values to help procurement and purchasing offices determine the current state of their farmers and other vendors. This guide is a first step in creating a comprehensive Good Food program that will inform, encourage, support and promote food service establishments of all sizes to become Good Food leaders in their communities.

### WHAT IS GOOD FOOD PROCUREMENT?

The term procurement refers to the sourcing and purchasing of food to supply food service operations. This process is much more complex than it may appear on the surface or to one unfamiliar with commercial food service operations. Procurement involves identifying the food needs of the customer base for the food service operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers. These guidelines are designed to assist an individual tasked with implementing a Good Food program in their food service operation.

### THE IMPORTANCE OF GOOD FOOD PROCUREMENT

Institutions of all kinds, from K-12 schools, universities, and hospitals, to corporate cafeterias and local government agencies, are major purchasers and servers of food. They are therefore in a unique position to influence food supply chains. Due to the collective large purchasing volume, institutional demand for Good Food can encourage suppliers to shift their production practices in order to supply environmentally sustainable, socially responsible, and healthy food products.

### Good Food sourcing benefits may include:

- **Economic:** Support of local and regional farmers and food businesses, returning to the local economy three times the purchase price of a food product purchased from out of state;
- **Environmental:** Reduction of food miles, greenhouse gases, carbon footprints, and pollution; promotion of soil fertility, human and animal health, and the conservation of water and biodiversity;
- **Nutritional:** Encouragement of increased purchasing of whole foods and local produce that is fresher and has a higher nutritional content, due to the shorter period of time between harvest and sale;
- **Social:** Transformation of the supply chain, rewarding farmers and food businesses for environmentally sustainable and socially responsible business practices.

Large-scale demand for Good Food is fundamental to building the market for Good Food. By increasing the demand, and thus the infrastructure to distribute Good Food, it will become easier for more institutions to participate. Strong and steady demand for Good Food will increase its affordability and availability in all communities.

Hospitals, universities, schools, and restaurants in Los Angeles have spearheaded the adoption of local and sustainable food procurement policies and these innovators should be looked to as local leaders in proving that, by changing the way one purchases, institutions can create opportunities for regional farmers to thrive, for workers to receive just compensation and fair treatment, for local economies to continue to rebuild, and for reducing our environmental footprint. These outcomes can be accomplished while also increasing access to and consumption of fresh and nutritious food, particularly in underserved communities. The goal of a Good Food procurement system is to bring multiple benefits to all communities by impacting health, social well-being, bottom-line business success, and the environment.

### Public institutions, in particular, play a critical role in increasing access to Good Food.

Through their reach to some of the most vulnerable populations, including seniors and children, public programs help ensure that all Angelenos have access to the healthiest foods. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. Such programs and institutions provide a buffer against hunger, food insecurity

and also serve as a primary source of nutrition for millions of residents. Public and private institutions also purchase food to sell to employees and the public in retail outlets such as vending machines, cafeterias, and concession stands.

Various Los Angeles wholesale food companies have implemented local food lines and certify that their products fall within a variety of parameters. This practice has expanded into processing lines and local fruits and vegetables can now be purchased to create a line of value-added products that are verified as locally sourced (i.e. carrot sticks, bagged salads, crudités, etc.).

Los Angeles nutrition education programs such as the California Department of Public Health and Network for a Healthy California's *Harvest of the Month* program, administered by LAUSD in 250 Los Angeles schools, and some of the Los Angeles county WIC-Only stores are using guidelines that state that their Good Food is sourced from:

- Farms within 200 miles of the final service of the product
- Farms that are less than 200 acres
- Farms that provide more than five items annually (this excludes mono-cropping and allows for crop diversity and better soil management)

Over time, Good Food purchases, from both large and small institutions, can add up to significant investments in a sustainable regional food system.

## IMPLEMENTING A GOOD FOOD PROGRAM

Before implementing changes, operations should assess:

- What are the advantages to your institution and the community for purchasing Good Food?
- What percentage of currently purchased food is already local, sustainable, and fairly produced?
- What barriers will limit participation in the program?
- Are there extra transportation costs affiliated with purchasing an increased volume in local products?
- What are the additional processing costs affiliated with purchasing local? What methods exist for offsetting such costs?
- What types of local, sustainable, and fairly produced products do existing distributors or vendors offer?
- How will your institution communicate the changes to consumers and employees?

Prior to implementation, it is also critical to develop operational definitions for words that will be used in Good Food bids; words like: sustainable, fair, local, or humane need to have clear criteria and a means for measurement and compliance (see Appendix A for our glossary of terms). Compliance and/or meeting Good Food objectives will more often than not fall to producers, food distributors, and processors. Without a direct relationship to farmers, ensuring sustainability of foods and beverages requires access to information about the value chain and the farms that produced such foods. Outside of a personal relationship with producers, third-party labels (CCOF, AGA Grassfed, etc.) are useful tools for ensuring sustainability if they are grounded in verifiability.

Most distributors are willing to take on the task of providing origins of their product, particularly if there is a long-term sales opportunity. Often the simple act of asking distributors how they will meet Good Food requirements indicates to suppliers that sustainability and health are important for an institution. Distributors will work with the buyer to develop a qualified Good Food program with buyer-specified parameters.

## BUDGETING FOR GOOD FOOD

Sustainable foods are generally associated with higher prices than conventional foods, thus creating little incentive for increasing purchases. However, there are a variety of strategies food service venues can employ to offset increased costs associated with purchasing higher quality foods. In 2012, Los Angeles Unified School District was able to improve meal quality, increase the percent of produce purchased and source approximately 70 percent of that produce locally (within 200 miles), while their food budget remained constant, despite rising food prices nationally. A recent study prepared for UCLA Housing & Hospitality Services found that four UC campuses with sustainable food policies – Davis, Berkeley, San Diego, and Santa Cruz – showed little, if any, increase in per plate costs after sustainable spending. Retailers have found as they increase Good Food purchases, suppliers increase production and, subsequently, food prices fall.

Strategies for offsetting increased costs include:

- Re-designing menus to incorporate less meat and processed food;
- Buying produce in season;
- Creating direct relationships with suppliers;
- Partnering with other food purchasing departments or institutions to leverage purchasing volume;
- Increasing sustainable food purchases incrementally;
- Purchasing foods from produce aggregation hubs (Regional Food Hubs);
- Increasing water and energy efficiency (e.g. by eliminating trays); and
- Buying lower on the beauty chain (e.g., smaller and less aesthetically perfect produce) is less expensive and helps farmers sell more of what they grow.

The guidelines suggested in this document were identified with full acknowledgement of the very real constraints and tight budgets institutions face when trying to provide their customers the highest quality food. To establish varying degrees of Good Food compliance, these guidelines outline tiers of adoption for food service outlets based on procurement standards. Purchasers will need to identify their initial purchasing priorities and incorporate additional standards and levels of adoption in the next stages of the development of their program.

## METHODOLOGY FOR ASSESSING GOOD FOOD PROCUREMENT

A tiered value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing Program. A baseline in each category is established that must be maintained throughout participation in the program with qualifications noted at both the one year and five year goal levels. By creating goals for a first year of completion through a five-year implementation plan, a great opportunity is created for thoughtful, strategic and progressive sourcing and menu development.

The tiered value system allows for purchasers to participate at varying levels and to scale up their Good Food purchasing over time. Within each value category, purchasers may choose to participate at Levels One, Two or Three. Level One criteria within each value category are assigned one point. Level Two criteria for each value category are more rigorous than Level One and are assigned two points. Level Three criteria within each value category are the premier levels of achievement in the program and are assigned three points.

Purchasers that meet the baseline level for each category are awarded with Good Food Purchaser recognition. A purchaser must score a minimum of five points to meet baseline requirements as a participant in the Good Food Purchasing Program and receive one star. Purchasers scoring 10-14 points receive two stars, purchasers scoring 15-19 points receive three stars, purchasers scoring 20-24 points receive four stars, and purchasers scoring 25 points or more receive five stars. Good Food Purchasers with five stars represent the most dedicated supporters of the Good Food Purchasing Guidelines. These Good Food Purchasing Guidelines are easily modified for any national food service company or government agency.

## GOOD FOOD PURCHASING PROGRAM GOALS

The following Good Food goals have been adapted from a variety of local and sustainable food purchasing policies including the City of New York, Kaiser Permanente, Emory University, Yale University, and University of California and are a suggested benchmark for purchasers developing or implementing a Good Food purchasing program. Food service facilities can adjust percentages as necessary with the goal of gradually increasing their Good Food purchases.

## GOOD FOOD PURCHASING COMMITMENT LEVELS



**BASELINE REQUIREMENT**

All Good Food Purchasers must score at least one point in each value category.

**MIXING LEVELS AND VALUES**

Points may be earned by mixing various commitment levels and value categories.

—Example  
2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

**ACCUMULATION OF POINTS**

Cumulative points may be earned if purchasers comply simultaneously with different commitment levels within a particular value category.

—Example  
From the Environmental Sustainability category, participants can earn 6 points by fulfilling all the different requirements for Levels 1, 2 and 3.

**EXPECTATIONS FOR INCREASED COMMITMENT**

After one year of participation in the program, purchasers will be expected to gradually increase the amount of Good Food that they purchase in order to maintain the same number of points. See Good Food Purchasing Guidelines for more details.

### SCORING SYSTEM EXAMPLES

These two hypothetical examples will help Good Food Purchasers understand how the Good Food Purchasing Pledge scoring system works. In both of the following examples, the institutions earn three-star ratings (requiring 15-19 points), but each organization takes a different approach.

LEVELS \ VALUE	1	2	3	4	5
EXTRA POINTS	2				1
LEVEL 3			3		3
LEVEL 2	2		2		
LEVEL 1		1		1	

TOTAL 15 POINTS =  Good Food Purchaser

LEVELS \ VALUE	1	2	3	4	5
EXTRA POINTS	1	2	1		
LEVEL 3	3	3			
LEVEL 2		2		2	2
LEVEL 1	1		1		

TOTAL 18 POINTS =  Good Food Purchaser



REF EXHIBIT 1

**ORGANIC**  
Apples  
\$3.00 a pound  
2 lbs \$5.00

Pomegranates  
\$3.00 a pound

Photo credit: Haan-Fawn Chau

## An Overview of Good Food Values

Procurement suggestions will focus on sourcing products that align with these Good Food principles:

### LOCAL ECONOMIES (LOCAL FOOD)

- Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

### ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

- Specify food from farming systems that minimize harm to the environment, such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.
- Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.
- Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.
- Exclude fish species identified as most 'at risk' by the Marine Conservation Society and Monterey Bay Aquarium's Seafood Watch and give preference to fish derived from sustainable sources.
- Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.
- Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

### VALUED WORKFORCE (FAIR FOOD)

- Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.
- Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.

### ANIMAL WELFARE (HUMANE FOOD)

- If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

### NUTRITION (HEALTHY FOOD)

- Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.

## Value 1: Local Economies Purchasing Goals

### LEVEL 1 — BASELINE

Local within 200 miles<sup>1</sup> (or 10 Southern California counties) AND large scale operations<sup>2</sup> (>500 acre farms);  
or  
Outside of the local 200 mile range but within California AND medium scale operations (180-499 acre farms);  
or  
Outside of California AND small scale operations (<180 acre farms)

### LEVEL 2

Local within 200 miles (or 10 Southern California counties) AND medium scale operations;  
or  
Outside of the local 200 mile range but within California AND small scale operations

### LEVEL 3

Local within 200 miles (or 10 Southern California counties) AND small scale operations

To be recognized as a Good Food purchaser, an institution scores one or higher in the Local Economies Category.

	TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 local food sources (See glossary for definition of source). OR If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	1
	Year 5: 25% annual average of total cost of food purchases will come from Level 1 local food sources by fifth year of participation.	1
<b>LEVEL 2</b>	Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 local food sources.	2
	Year 5: 25% annual average of total cost of food purchases will come from Level 2 local food sources by fifth year of participation.	1
<b>LEVEL 3</b>	Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 local food sources.	3
	Year 5: 25% annual average of total cost of food purchases will come from Level 3 local food sources by fifth year of participation.	1
<b>EXTRA POINTS</b>  (Applies to annual food purchases)	Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles.	1
	Food is grown/raised and processed in Los Angeles County.	1
	Food is purchased directly from farmer-owned businesses.	1
	Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).	1
	50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.	1
	At least 25% of prepared seafood sourced from small and or local fleets.	1

**Steps to Implementation:**

- Source local agricultural and food products directly from farmers and ranchers at certified farmers' markets in City of Los Angeles and/or Los Angeles County (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Local Food).
- Buy local agricultural and food products from distribution firms that verifiably buy from farmers' market certified producers at Los Angeles County certified farmers' markets.
- Buy local agricultural and food products from distribution firms that buy from other verified local farms and producers.
- Buy local agricultural and food products from distribution firms and processors that have a verifiable local food line (See Appendix C for listings).
- Work with distributors to source seasonal fruits and vegetables to ensure best taste, quality, and price.

<sup>1</sup>The Los Angeles Food Policy Council defines local as 200 miles, ten counties and touching over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange and Los Angeles.

<sup>2</sup>To measure the size of other agricultural and food processing operations, see the glossary for full details.



# Value 2:

## Environmental Sustainability Purchasing Goals

### FRUITS & VEGETABLES

#### LEVEL 1 — BASELINE

Farms agree to participate in Stewardship Index for Specialty Crops;  or  
PRiME score has no high risk components for Integrated Pest Management Practices

#### LEVEL 2

PRiME score indicates low-risk for Integrated Pest Management Practices; or  
Protected Harvest certified;  or  
Farms participate in Stewardship Index for Specialty Crops with targets for annual improvement;  or  
Non-GMO Project Verified;  or  
Food Alliance Certified 

#### LEVEL 3

USDA Organic;  or  
Biodynamic 

### MILK & DAIRY

#### LEVEL 1 — BASELINE

No antibiotics; and  
rBGH/rBST free

#### LEVEL 2

Non-GMO Project Verified;  or  
Animal Welfare Approved 

#### LEVEL 3

Food Alliance Certified;  or  
USDA Organic 

### MEAT & POULTRY

#### LEVEL 1 — BASELINE

Cage-free eggs; or  
Pasture raised; or  
USDA Grassfed; or  
No antibiotics<sup>3</sup>

#### LEVEL 2

AGA Grassfed;  or  
Non-GMO Project Verified;  or  
Animal Welfare Approved 

#### LEVEL 3

Food Alliance Certified;  or  
USDA Organic 

**SEAFOOD**

**LEVEL 1 — BASELINE**

No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide



**LEVEL 2**

Fish listed as "Good" and "Best" choices in Monterey Bay Aquarium's Seafood Watch Guide



**LEVEL 3**

Marine Stewardship Council certified;  
or  
100% of fish listed as "Best Choice" in Monterey Bay Aquarium's Seafood Watch Guide



**GRAINS**

**LEVEL 1 — BASELINE**

Pesticide-free

**LEVEL 2**

Food Alliance Certified;  
or  
Non-GMO Project Verified



**LEVEL 3**

USDA Organic



<sup>3</sup> "No antibiotics" refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.

To be recognized as a Good Food purchaser, an institution scores one or higher in the Environmental Sustainability Category.

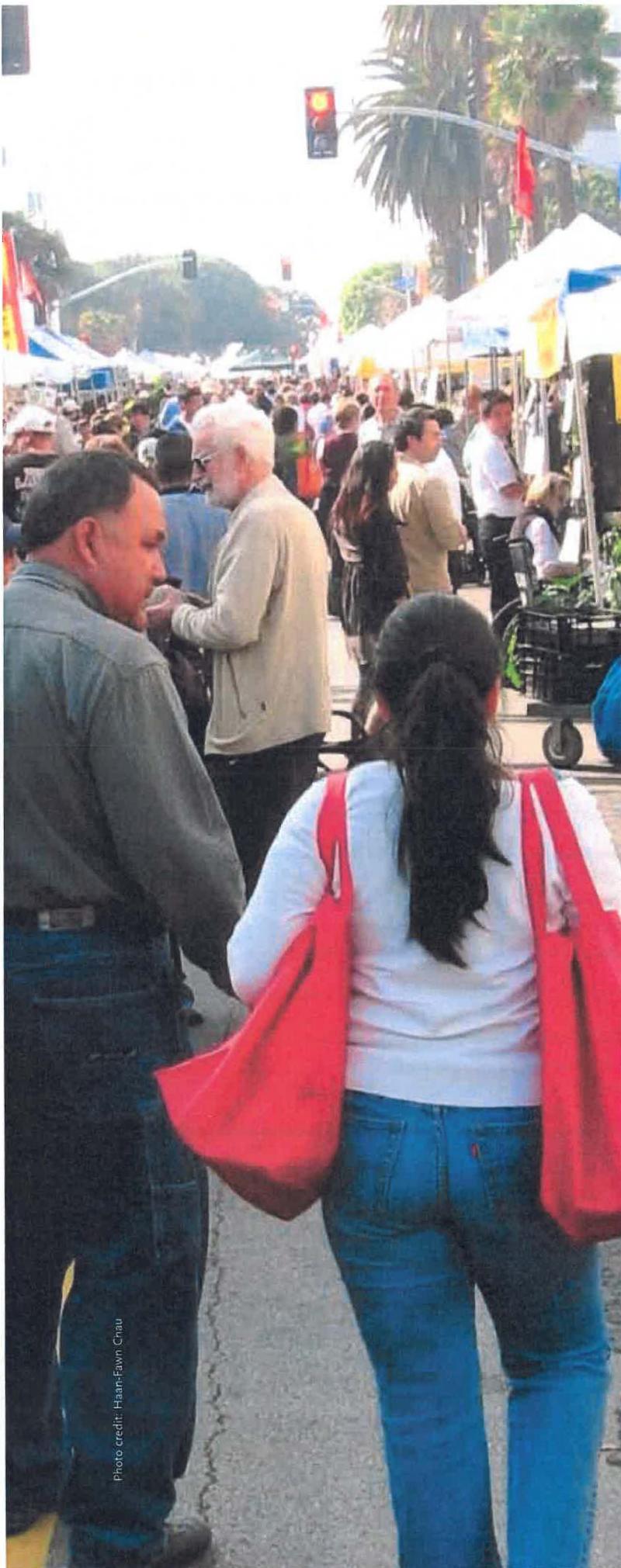
RFP EXHIBIT I

	TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	<b>YEAR 1</b> 1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources. 2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. OR If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	1
	<b>YEAR 5</b> 1) 25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources by fifth year of participation in the GFPP program. 2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.	1
<b>LEVEL 2</b>	<b>YEAR 1</b> 1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources. 2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.	2
	<b>YEAR 5</b> 1) 25% annual average of total cost of food purchases will come from Level 2 environmentally sustainable sources by fifth year of participation. 2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.	1
<b>LEVEL 3</b>	<b>YEAR 1</b> 1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources. 2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.	3
	<b>YEAR 5</b> 1) 25% annual average of total cost of food purchases will come from Level 3 environmentally sustainable sources by fifth year of participation. 2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.	1
<b>EXTRA POINTS (Applies to annual food purchases)</b>	Institution participates in “Meatless Mondays” campaign.	1
	A minimum of 75% percent of all seafood is noted as “Best Choices” in the Monterey Bay Aquarium Guide or is certified by the Marine Stewardship Council.	1
	50% annual average of total cost of food purchases comes from environmentally sustainable sources.	1



**Steps to Implementation:**

- Request that your distributor buy food and beverage products that are third-party certified (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Ask your distributor to encourage suppliers to participate in the Stewardship Index for Specialty Crops to begin measuring their baseline sustainability indicators and develop targets for continued progress (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Request that your distributors buy and sell seafood that is listed in the Monterey Bay Aquarium's Seafood Watch Guide as "Best Choices" or is certified by the Marine Stewardship Council (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Sustainable Seafood).



## Value 3: Valued Workforce Purchasing Goals

### LEVEL 1 — BASELINE

- Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and
  - All vendors and suppliers\*: sign in writing that they comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO): 
1. Freedom of association and the right to collective bargaining.
  2. Elimination of all forms of forced or compulsory labor.
  3. Abolition of child labor.
  4. Elimination of discrimination with respect to employment or occupation

### LEVEL 2

- Meets the Level 1 baseline requirements; and Vendor and Supplier\*
- Have a social responsibility policy, which includes:
  - (1) union or non-poverty wages;
  - (2) respect for freedom of association and collective bargaining;
  - (3) safe and healthy working conditions; and
  - (4) prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
    - (5) health care benefits
    - (6) paid sick days;
    - (7) profit-sharing with all employees;
- Are Fair Trade Certified (for international products) 

### LEVEL 3

- Meets the Level 1 baseline requirements; and Vendor and Supplier\*
- Have a union contract with their employees; or
- Are a worker-owned Cooperative;  or
- Have signed the CIW Fair Food Supplier Code of Conduct;  or
- Are Food Justice-Certified by the Agricultural Justice Project;  or
- Are certified by the Equitable Food Initiative 

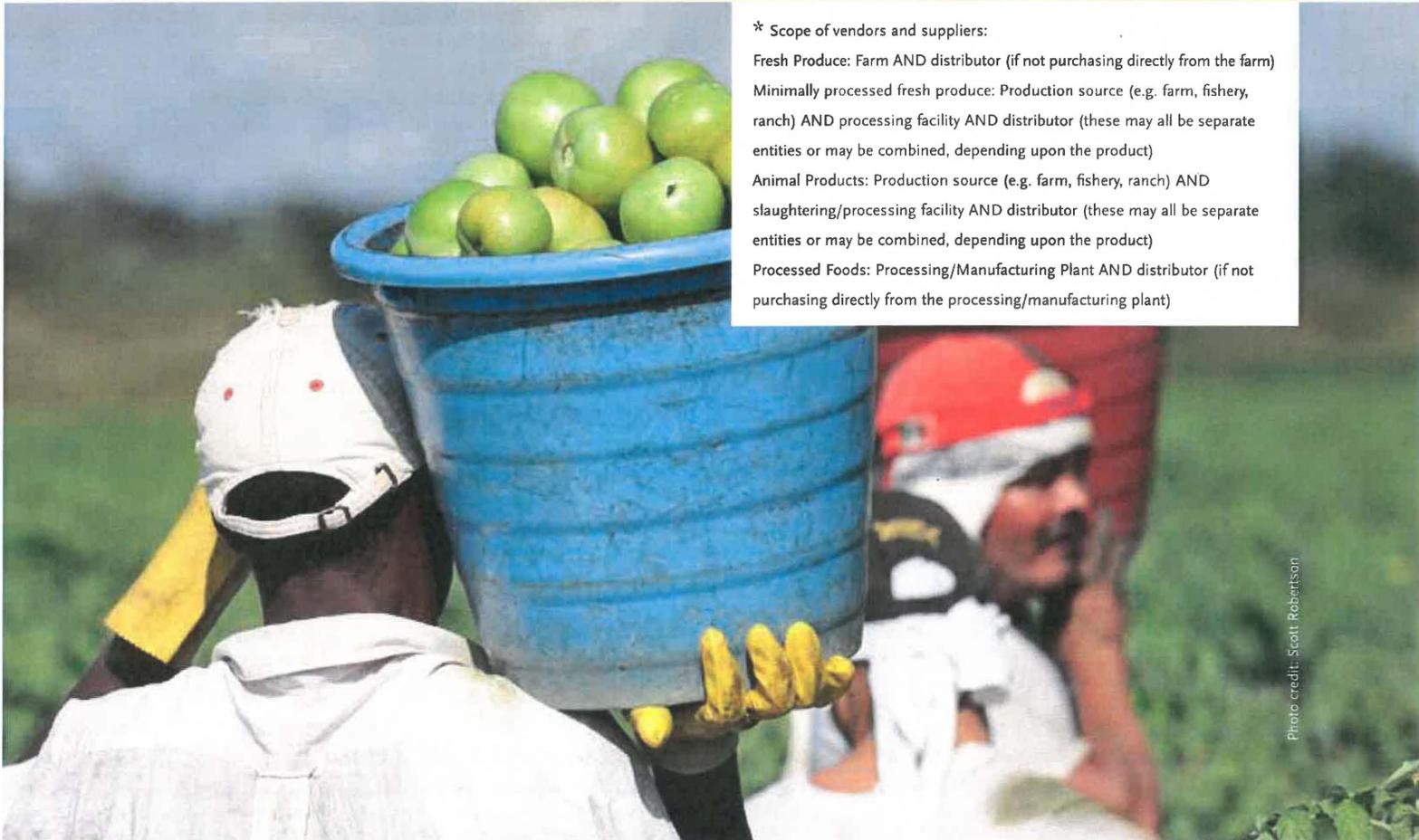
#### \* Scope of vendors and suppliers:

Fresh Produce: Farm AND distributor (if not purchasing directly from the farm)

Minimally processed fresh produce: Production source (e.g. farm, fishery, ranch) AND processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Animal Products: Production source (e.g. farm, fishery, ranch) AND slaughtering/processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Processed Foods: Processing/Manufacturing Plant AND distributor (if not purchasing directly from the processing/manufacturing plant)



To be recognized as a Good Food purchaser, an institution scores one or higher in the Valued Workforce Category.

RFP EXHIBIT I

	TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	Year 1: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards. OR If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.	1
	Year 5: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.	1
<b>LEVEL 2</b>	Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 fair sources.	2
	Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 2 fair sources by fifth year of participation.	1
<b>LEVEL 3</b>	Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 fair sources.	3
	Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 3 fair sources by fifth year of participation.	1
<b>EXTRA POINTS (Applies to annual food purchases)</b>	Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.	1
	Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.	1

**Steps to Implementation:**

- Ask that your distributor source agricultural products, which come from farms and food processors with union contracts or certified by one of the programs in the Level 3 Valued Workforce category (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Valued Workforce).
- Ask your distributor to encourage suppliers to review the Agricultural Justice Project's toolkit and a list of resources to help farmers and food businesses to adjust their labor policies, develop documentation, and learn how to develop a social responsibility policy.<sup>4</sup>

— Ask your distributor to develop long-term relationships with its suppliers and pay fair prices – review the Agricultural Justice Project's standards section on Food Business Responsibilities to Farmers.<sup>5</sup>

<sup>4</sup>[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

<sup>5</sup>[http://www.agriculturaljusticeproject.org/AJP\\_stnds\\_sect\\_1.pdf](http://www.agriculturaljusticeproject.org/AJP_stnds_sect_1.pdf)

# Value 4: Animal Welfare Purchasing Goals

## MILK & DAIRY

### LEVEL 1 — BASELINE

Produced from Pastured Cows;  
or  
USDA Organic 

### LEVEL 2

American Humane Certified 

### LEVEL 3

Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified Humane Raised and Handled® 

## MEAT & POULTRY

### LEVEL 1 — BASELINE

Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards;   
or  
USDA Organic;   
or  
Cage-free eggs;  
or  
Pastured

### LEVEL 2

Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards;   
or  
American Humane Certified 

### LEVEL 3

Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards;   
or  
Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified Humane Raised and Handled®



Photo credit: Haan-Fu Chau

	YEAR 1 TARGET	POINTS AWARDED
<b>LEVEL 1 — BASELINE</b>	<b>Year 1:</b> 1) 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources. 2) 100% of all eggs are cage-free. OR if vendor and/or suppliers do not have current capacity to meet animal welfare purchasing goals, the vendor may submit a plan to achieve full compliance at least at baseline level by end of year one.	1
	<b>Year 5:</b> 1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 1 humane sources by fifth year of participation. 2) 100% of all eggs are cage-free.	1
<b>LEVEL 2</b>	<b>Year 1:</b> 1) 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources. 2) 100% of all eggs are cage-free.	2
	<b>Year 5:</b> 1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 2 humane sources by fifth year of participation. 2) 100% of all eggs are cage-free.	1
<b>LEVEL 3</b>	<b>Year 1:</b> 1) 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources. 2) 100% of all eggs are cage-free.	3
	<b>Year 5:</b> 1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 3 humane sources by fifth year of participation. 2) 100% of all eggs are cage-free.	1
<b>EXTRA POINTS (Applies to annual food purchases)</b>	Institution encourages plant based diets by offering 100% vegetarian and/or vegan options.	1
	50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.	1

**Steps to Implementation:**

- Request that your distributor buy and sell animal protein products that carry a third-party certification such as, Global Animal Partnership, produced from AGA Grass-Fed cows, Humane Farm Animal Care/Certified Humane Raised and Handled®, and Animal Welfare Approved (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Animal Welfare).

<sup>6</sup> If only plant-based food options are offered and thus no milk and dairy products, eggs, and animal protein products are purchased, institution receives full (3) points.

## Value 5: Nutrition Goals

To be recognized as a Good Food purchaser, an institution meets at least 13 out of 25 items in the Nutrition Category<sup>7</sup>

YEAR 1 TARGET	POINTS AWARDED
Fruits, vegetables, and whole grains account for at least 25% of total food purchases	1
Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price	1
To the greatest extent possible, purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added	1
To the greatest extent possible, purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased due to cost or availability, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) <sup>8</sup> or have “no salt added”	1
Prioritize the purchase of whole-grain, high-fiber options <sup>9</sup>	1
Prioritize offering plant-based main dishes at each meal service <sup>10</sup>	1
If meat is offered, prioritize the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork	1
If meat is offered, minimize the purchase of processed meats <sup>11</sup>	1
If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available	1
Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions <sup>12</sup>	1
At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 ounces	1
Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered	1
Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking	1
Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions <sup>13</sup>	1
Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards	1
All pre-packaged food has zero grams trans fat per serving (as labeled)	1
Eliminate the use of deep frying	1
Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)	1
Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)	1
Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)	1

Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage	1
Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)	1
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide	1
Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions) <sup>14</sup>	1
Develop a worksite wellness program including nutrition education for employees and/or patrons	1

**LEVEL 1 HEALTHY – MEETS 13–15 OUT OF 25**

**LEVEL 2 HEALTHY – MEETS 16–20 OUT OF 25**

**LEVEL 3 HEALTHY – MEETS 21–25 OUT OF 25**

**EXTRA POINTS HEALTHY – MEETS ALL 25 POINTS (1 POINT)**

<sup>7</sup>All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points towards the good food pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

<sup>8</sup>Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>9</sup>Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>10</sup>Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

<sup>11</sup>If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>12</sup>Low Sodium is 140 mg or less per RACC

<sup>13</sup>Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

<sup>14</sup>Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

### ACCOUNTABILITY AND TRACEABILITY

An institution's Good Food purchases are generally limited by their produce and distribution firms because of their access to products carrying food safety approval. Compliance and/or meeting procurement objectives also fall to the produce and food distributors. Therefore bids and contracts should have clauses for ascertaining product traceability, identification, record keeping, and reporting. These clauses may already be accommodated in current Hazard Analysis & Critical Control Points (HACCP) and other third-party action plans.

The Purchaser should develop a customized program in partnership with their distributor and/or produce house to accomplish all of the traceability necessary for each purchaser's specific needs around Good Food purchases.



Sound Good Food bids could include the following accountability and traceability requirements for any produce or distribution firm:

- The name and location of farms and processing facilities providing Good Food to an institution will be provided to the institution at the time of ordering, a week or two prior to ordering or on the product list of available food items. Typically, the produce lists of available products from distributors and produce houses are the way buyers are notified to select the food they want to purchase. Vendors should list how each Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy.
- If an existing vendor is unable to comply with specific targets within the overall Good Food framework, the vendor will be asked to submit a plan outlining a strategy with benchmarks to achieve full compliance within one year and update the plan annually during term of contract. Vendors will verify their progress and compliance with the plan during specified benchmark periods.
- The vendor will provide the net price paid to farmers, ranchers, or fisherfolk to the Purchasing Institution on a per pound, per case, or other applicable case count prior to the distributor's or produce firm's mark up. Costs should be fair, reasonable and transparent. The Purchaser should develop this transparent program in partnership with their Distributor and/or Produce House.
- Paperwork that proves the origin of any processed food items will be provided to an institution upon request, but shall be kept on record by produce or distribution firms. We recommend the development and implementation of a transparent record keeping system between purchasers and fresh produce processors so that there are checks and balances in place in order to confirm that Good Food products remain intact throughout the processing chain

## EDUCATION AND MARKETING

Marketing and education of Good Food are critical to building buy-in and support from employees, consumers, and other customers.

Educate and engage – Suppliers and their employees along the supply chain from farm to cafeteria need to be informed, educated, and encouraged to be active participants in creating a successful Good Food Purchasing Program. Successful implementation of these programs in food service settings depends on empowered food service workers in the kitchens and knowledgeable employees, students, or customers visiting the food service venue.

Communicate good work, helping to encourage growth in both the demand for and the supply of Good Food. Be a willing educator of patrons and colleagues.

## FINAL THOUGHTS

Food is only one facet of creating a Good Food community. Advocacy for Good Food venues involve several other components:

- Educational outreach both to staff and the surrounding community;
- Use of reusable and environmentally preferred non-reusable food service ware items and minimizing waste by adopting the waste hierarchy of reduce, reuse, and recycle ;
- Reducing energy use by installing energy-efficient equipment and making sure it is properly maintained and up-to-date;
- Supporting local farms, farmers' markets, and community supported agriculture;
- Food donation and waste reduction;
- Alignment of food vendor options with the facility's healthy, sustainable food program; and
- Responsible employer policies related to wages, benefits, and promotions for food service employees.

While this document focused on Good Food purchasing, we are happy to provide additional resources on other aspects of Good Food business implementation.





## APPENDIX A: Glossary of Terms

**Food Justice-Certified:** a domestic fair trade label by the Agricultural Justice Project that certifies fair prices and terms for farmers and at the same time fair working conditions for all employees in certified operations. The standards are rights-based, such as the right to freely negotiate the terms of employment and freedom of association, and a verification model that ensures a safe space is created in which workers can exercise those rights. Other key provisions of the program include strong health and safety protections, including a preference for organic production and strong restrictions on the use of occupational toxins when a farm is not organic; clear grievance and complaints procedures including the right to appeal; and standards covering living wages, housing conditions, and more.

Source: <http://www.foodfirst.org/en/node/3098>

Website: [www.agriculturaljusticeproject.org/standards.html](http://www.agriculturaljusticeproject.org/standards.html)

**American Humane Certified:** a voluntary, third-party animal welfare audit process based on five freedoms:

- Freedom from thirst and hunger – by ready access to fresh water and a diet to maintain full health and vigor
- Freedom from discomfort – by providing an appropriate environment including shelter and a comfortable resting area
- Freedom from pain, injury and disease – by prevention or rapid diagnosis and treatment
- Freedom to express normal behavior – by providing sufficient space, proper facilities and company of the animal's own kind
- Freedom from fear and distress – by ensuring conditions and treatment which avoid mental suffering

Source: [http://www.naturalnews.com/028552\\_humane\\_animals.html#ixzz27nxDdi1t](http://www.naturalnews.com/028552_humane_animals.html#ixzz27nxDdi1t)

Website: <http://www.humaneheartland.org/our-standards>

**Animal Welfare Approved:** A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. The animals have access to the outdoors and are able to engage in natural behavior. No cages or crates may be used to confine the animals, and growth hormones and subtherapeutic antibiotics are disallowed. Some surgical mutilations, such as beak-mutilation of egg-laying hens, are prohibited, while others, such as castration without painkiller, are permitted. Compliance is verified through third-party auditing.

**Biodynamic:** a farming method that encourages the use of preparations made from fermented manure, minerals and herbs are used to help restore and harmonize the vital life forces of the farm and to enhance the nutrition, quality and flavor of the food being raised. Biodynamic practitioners also recognize and strive to work in cooperation with the subtle influences of the wider cosmos on soil, plant and animal health. Source/Website: <https://www.biodynamics.com/biodynamics.html>

**Cage Free:** This label indicates that the flock was able to freely roam a building, room, or enclosed area with unlimited access to food and fresh water during their production cycle. Beak cutting is permitted. There is no third-party auditing. Source: Agricultural Marketing Service, USDA; Humane Society

**Certified Humane Raised & Handled:** A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. Farm animal treatment standards include: Allow animals to engage in their natural behaviors; Raise animals with sufficient space, shelter and gentle handling to limit stress; Make sure they have ample fresh water and a healthy diet without added antibiotics or hormones. Producers also must comply with local, state and federal environmental standards. Processors must comply with the American Meat Institute Standards, a higher standard for slaughtering farm animals than the Federal Humane Slaughter Act. [www.certifiedhumane.com](http://www.certifiedhumane.com)

**Certified Organic:** Products must meet the federal organic standards as determined by a USDA approved certifying agency. Organic foods cannot be grown using synthetic fertilizers, chemicals, or sewage sludge; cannot be genetically modified; and cannot be irradiated. Organic meat and poultry must be fed only organically grown feed (without any animal byproducts) and cannot be treated with hormones or antibiotics. In order to bear the USDA "Certified Organic" seal, a product must contain 95 to 100 percent organic ingredients. Products that contain more than 70 percent, but less than 94 percent organic ingredients can be labeled "Made with Organic Ingredients," but cannot use the USDA "Certified Organic" seal. Organic ingredients can be listed on the packaging of products that are not entirely organic. <http://www.ams.usda.gov/NOP/indexNet.htm>. While some small farmers grow their food using organic methods, they choose not to go through the certification process for economic or ideological reasons, so they cannot label their food "certified organic."

**CIW Fair Food Supplier Code of Conduct:** a set of labor standards developed by the Coalition for Immokalee Workers designed to improve working conditions and give workers the ability to voice their concerns over safety, working conditions, and Code violations without fear of retribution. Growers are required to keep a proper time registration system, hire farm workers as employees and pay them wages and benefits directly, provide protective equipment and training, ensure breaks and opportunities for advancement, and implement proper workplace safety systems.

Source: <http://fairfoodstandards.org/code.html>

**Cooperative:** An autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly owned and democratically controlled enterprise.

**Conventionally Grown:** Food grown using chemical fertilizers, pesticides, and herbicides. In most situations, default options are conventionally grown.

**Equitable Food Initiative Certified:** a program that certifies standards for working conditions, pesticide use and food safety. EFI's labor standards protect farm workers' health and safety; guarantee their freedom of association; provide fair compensation and conditions of employment; ensure non-discrimination and non-retaliation; create dispute settlement mechanisms; address housing conditions; establish a social premium; and cover workers on temporary visas. EFI's food safety standards address risks arising from land and water use, soil amendments, animal waste, and post-harvest packaging and transportation. Environmental standards focus on the safe management of pests, soil, water and habitat.

Website: <http://www.equitablefood.net>

**Family Farm:** A farm managed by a family or individual who owns the animals or land, receives a good portion of their livelihood from the farm, and participates in the daily labor to work and manage the farm. The USDA also defines a small family farm as having less than \$250,000 gross receipts annually.

Source: [http://www.nifa.usda.gov/nea/ag\\_systems/in\\_focus/familyfarm\\_if\\_overview.html](http://www.nifa.usda.gov/nea/ag_systems/in_focus/familyfarm_if_overview.html)

**Fair:** All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.

**Fair Trade:** A certified label that guarantees that farmers and their workers receive a living wage and a fair price for their labor and their product, and that the product is produced in an ecologically sound manner.

**Foodshed:** Like a watershed (where the idea of the foodshed takes its inspiration), a foodshed measures the reach of the local landscape in terms of its food production capacities. A foodshed's size is determined by its "structures of supply," the regional, economic, political, and transportation systems that determine how food gets from farm to table. The Los Angeles Urban Rural Roundtable, convened by the Roots of Change in 2010, defined the Los Angeles foodshed as the two hundred mile radius around the Los Angeles urban core, from which the region draws much of its food to feed the local population. This concept continues to evolve. As a starting point, we refer to the 200-mile threshold as the Los Angeles regional foodshed.

**Food Alliance Certified:** Organization that certifies producers based on healthy and humane animal treatment with no added growth promotants or sub-therapeutic antibiotics, soil and water conservation, integrated pest, disease and weed management, pesticide risk reduction, wildlife habitat and biodiversity conservation, safe and fair working conditions.

Website: <http://foodalliance.org/certification>

**Free Range:** A USDA-certified label that guarantees that animals (usually poultry) had room to move around and "access to the outdoors." These standards apply to poultry bred for eating only, not to hens that produce eggs. It does not guarantee that the animals ever went outside or that the outdoor space provided was good pasture.

**Good Food:** Good Food is defined by the Los Angeles Food Policy Council as food that is: 1) Healthy: a) Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment; b) Food is delicious, safe, and aesthetically pleasing.; 2. Affordable: Foods that people of all income levels can purchase.; 3. Fair: a) All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.; b) High quality food is equitable and physically and culturally accessible to all; 4) Sustainable: Produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).

**Genetically Modified Organisms (GMOs):** In the context of food, GMOs are agricultural products (crops or animals) that have been genetically engineered to possess certain traits. Since there is minimal research on the long-term impacts that GMOs may have on the earth and human health, many organizations caution against use and consumption of GMOs. Organic products are, by definition, non-GMO.

**Global Animal Partnership 5-Step Animal Welfare Rating standards:** a tiered standards program that encourages higher welfare practices and systems to the benefit of farmers, consumers, retailers, and the animals. Step 1 prohibits cages and crates. Step 2 requires environmental enrichment for indoor production systems; Step 3, outdoor access; Step 4, pasture-based production; Step 5, an animal-centered approach with all physical alterations prohibited; and, finally, Step 5+, the entire life of the animal spent on an integrated farm.

Website: <http://www.globalanimalpartnership.org/the-5-step-program/>

**Grassfed (American Grassfed Association (AGA) Certified):** This label ensures that animals have continuous access to pasture during the growing season (as opposed to being confined or eating grass out of a trough) and cannot be fed grain or grain products, which can diminish the nutritive benefits of grass feeding.

**Grassfed (USDA Certified):** Meat products derived from ruminant animals, e.g. beef cattle, dairy cattle, and lamb, may be approved to carry the USDA “grass-fed” label claim if the animal was fed a diet of grass and/or forage throughout its lifetime, with the exception of milk consumed prior to weaning. Animals cannot be fed grain or grain by-products and must have continuous access to pasture during the growing season (last frost in spring to first frost in fall). Use of hormones or antibiotics is not addressed.

**Hazard Analysis & Critical Control Points (HACCP):** HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Source: <http://www.fda.gov/food/foodsafety/hazardanalysiscriticalcontrolpointshaccp/default.htm>

**Healthy:** Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment. Food is delicious, safe, and aesthetically pleasing.

**Hormone Free:** Milk that comes from cows who have not been treated with rBST, also known as rBGH or bovine growth hormone.

**Integrated Pest Management (IPM):** IPM growers practice a variety of techniques: they apply natural substances like kelp, rock powders, and compost to keep crops disease resistant. They monitor trees and set traps to capture insects. Ideally, IPM growers use pesticides only as a last resort, when pest damage would keep them from bringing in a profitable crop.

**Large Scale Operation (LSO):** Large scale operations include all levels of the food supply chain. The size is defined by type of operation:

- LSO Farm — a farm larger than 499 acres (NOTE: LSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).
- LSO Food Business — A business (including food processors) whose three (3) year average annual gross revenues exceed \$7 million (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Living Wage:** A wage that allows workers to meet their and their families’ basic needs, including housing, food, childcare, transportation, healthcare, clothing, and recreation costs for the area in which they live.

**Local:** The term “local” will vary depending on your location and what is available to you. The Los Angeles Food Policy Council has defined Los Angeles County’s foodshed to span 200 miles, ten counties and touch over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange, and Los Angeles. The term “local” will vary depending on your location and what is available to you.

**Los Angeles Business Inclusion Program Definitions:**

- Small Business Enterprise (SBE): For the purpose of The Business Inclusion Program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

- A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
- A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
- 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 do not exceed \$3.5 million.

Source: <http://gsd.lacity.org/sms/BIP%20OUTREACH%20DOCUMENTATION%20&%20PROCESS.pdf>)

**Marine Stewardship Council certified:** an independent, non-profit organization that sets standards for sustainable fishing based on three principles:

- The fishing activity must be at a level which is sustainable for the fish population. Any certified fishery must operate so that fishing can continue indefinitely and is not overexploiting the resources.
- Fishing operations should be managed to maintain the structure, productivity, function and diversity of the ecosystem on which the fishery depends.
- The fishery must meet all local, national and international laws and must have a management system in place to respond to changing circumstances and maintain sustainability.

Website: <http://www.msc.org/>

**Meatless Mondays campaign:** non-profit initiative of The Monday Campaigns, in association with the Johns Hopkins' Bloomberg School of Public Health that encourages people, groups and organizations to not eat meat on Mondays to improve their health and the health of the planet. The campaign provides information and vegetarian recipes ideas based on USDA nutritional guidelines on their website.

Website: <http://www.meatlessmonday.com/>

**Medium Scale Operation (MSO):** Medium scale operations include all levels of the food supply chain. The size is defined by type of operation:

- MSO Farm — a farm between 180 and 499 acres (NOTE: MSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).

- MSO Food Business — a business (including food processors) whose three (3) year average annual gross revenues fall between \$3.5 million and \$7 million. (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Non-GMO Project Verified:** is a verification program that seeks to assist farmers, processors and manufacturers in avoiding the contamination of GMO's by progressively reducing the risk of GMO contamination. The Project requires practices and processes for controlling GMO contamination by these at-risk inputs and ingredients. Methods such as segregation, traceability, risk assessment, sampling techniques, and quality control management are emphasized. Website: <http://www.nongmoproject.org/>

**Organic:** Food grown without the use of chemical pesticides, herbicides, or fertilizers. Animals must be fed organic feed and cannot be given antibiotics or growth hormones. Organic foods may not be genetically modified or irradiated or contain artificial preservatives or additives. Organic meats must come from animals that are "free range."

**PRiME (Pesticide Risk Mitigation Engine) score:** an online tool that ranks pesticide products for impacts on birds, earthworms, small mammals, aquatic ecosystems and worker/bystander health and safety. This tool applies best available science to permit producers, advisors and regulatory professionals to compare different pest management scenarios for any commodity and select options with the fewest potential environmental and health hazards. Risk is presented on a low/moderate/high scale. Risk index scores below a 10% chance of an undesirable effect to be in the low risk category, where no further risk mitigation is needed. Realistically, 10% is within the margin of error for our risk models. Risk index scores between 10% and 50% fall into the moderate risk category where risk mitigation is recommended. Risk index scores above a 50% chance of an undesirable effect fall into the high-risk category.

Website: <http://ipmprime.org>

**Procurement:** The sourcing and purchasing of food to supply foodservice operations. Procurement involves identifying the food needs of the customer base for the foodservice operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers.

**Protected Harvest certified:** a points-based certification program is designed to ensure that crops have been raised with integrated pest management. The point system is used that rewards growers for implementing ecologically based practices in nine different management categories: field scouting, information sources, pest management decisions, field management decisions, weed management, insect management, disease management, soil and water quality, and storage management. A minimum number of points must be achieved in each category to qualify for certification. Website: <http://www.protectedharvest.org/>

**“Raised without antibiotics” or “No antibiotics administered” (poultry and meat products):** These USDA approved label claims imply that no antibiotics were administered to the animal at any point during its life. If an animal becomes sick and requires treatment, it should be segregated from other animals and sold as a conventional meat product. Source: [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

**Raised without added hormones or “No hormones added” (beef and lamb only):** This USDA approved label claim implies that no added hormones were given to the animal at any point during its life. Most meaningful when used on beef or lamb products since the use of added hormones is prohibited in poultry and pork production. [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

**rBGH-free or rBST-free (dairy):** Recombinant Bovine Growth Hormone is a genetically engineered artificial hormone, which is injected into cows to increase milk production. Labeling is voluntary. <http://www.foodandwaterwatch.org/take-action/consumer-tools/the-milk-tip/>

**Small Scale Operation (SSO):** Small scale operations include all levels of the food supply chain. The size is defined by type of operation:

— SSO Farm — a farm smaller than 180 acres. (NOTE: SSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census. This is in contrast to the USDA definition of “small farm,” which is classified by gross sales less than \$250,000.)

— SSO Food Business — a business enterprise (including food processors) whose three (3) year average annual gross revenues do not exceed \$3.5 million.

(NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Source:** A source includes not only the food supplier that the purchaser does business with directly, but also all prior links in the supply, processing and production chain, starting with the farm. The supplier who is working directly with the purchaser will take good faith measures to ensure that, to the best of the supplier’s knowledge, the supplier’s sources also comply with the Good Food Purchasing Guidelines.

**Stewardship Index for Specialty Crops:** a multi-stakeholder initiative to develop a system for measuring sustainable performance throughout the specialty crop supply chain. The Index does not provide standards, but instead provides a yardstick for measuring sustainable outcomes by offering a suite of outcomes-based metrics to enable operators at any point along the supply chain to benchmark, compare, and communicate their own performance. The four key environmental indicators in the latest version are soil health and the use of nutrients, energy and water. Website: <http://www.stewardshipindex.org/>

**Sustainable:** Systems and practices that can be continued indefinitely into the foreseeable future without reliance upon ongoing depletion of non-renewable resources (e.g., soil, energy, biological diversity) or widening social inequities (within and across communities, countries, or generations). With respect to agriculture, the term can include, but is not limited to or synonymous with, certified organic production practices.

**Sustainable Seafood:** Seafood that comes from sources, either farmed or wild, that can maintain production indefinitely without affecting the integrity of the surrounding ecosystem.

**Transitional Organic:** This label has been used in the past to mean that a farmer is using organic methods but has not reached the three-year pesticide-free requirement and cannot yet use the Certified Organic label. The USDA does not currently allow or sanction the use of this label for official marketing purposes.

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### **USDA Farm Classification System**

The USDA Economic Research Service (USDA-ERS) has developed a farm classification system to divide U.S. farms into eight mutually exclusive and more homogeneous groups. The farm typology focuses on "family farms," or farms organized as proprietorships, partnerships, and family corporations that are not operated by a hired manager. To be complete, however, it also includes nonfamily farms. For more info, see <http://www.extension.org/pages/13823/usda-small-farm-definitions>

**Value Chain:** The Wallace Center differentiates food value chains from traditional supply food supply chains in the following way: New food value chains - 1) Operate as a series of win-win strategic partnerships rather than win-lose, interchangeable business deals; and 2) Differentiate products by attributes that traditional supply chains do not typically monitor or promote, such as the environmental and social benefits behind a particular producer's practices.

Source: [http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study\\_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf](http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf)

## APPENDIX B: Good Food Purchasing Resource Guide

### HEALTHY, LOCAL & SUSTAINABLE FOOD PURCHASING POLICIES & GUIDELINES

#### Restaurants

Green Seal™: GS 46 Restaurants & Food Service

<http://www.green Seal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=27>

SustainWeb: Ethical Eats (UK based restaurants and caterers committed to sourcing sustainable foods)

<http://www.sustainweb.org/ethicaleats/>

Green Restaurant Association's: Dine Green

<http://www.dinegreen.com/restaurants/standards.asp>

San Francisco Green Business Program Standards:

Restaurants

[http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant\\_Checklist.pdf](http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant_Checklist.pdf)

#### Hospitals

Green Guide for Health Care™ Food Service Credits

[http://www.noharm.org/us\\_canada/issues/food/planning.php#credits](http://www.noharm.org/us_canada/issues/food/planning.php#credits)

Green Guide for Health Care™ Food Service Credits, "Environmentally Preferable Purchasing: Food Technical Brief"

[http://www.noharm.org/lib/downloads/purchasing/EPP\\_Food\\_Tech\\_Brief\\_GGHC.pdf](http://www.noharm.org/lib/downloads/purchasing/EPP_Food_Tech_Brief_GGHC.pdf)

Health Care Without Harm's Tools and Resources for Hospitals, Group Purchasing Organizations and Distributors

<http://www.healthyfoodinhealthcare.org/resources.php#purchasingguides>

Healthier Hospitals Initiative

<http://healthierhospitals.org/hhi-challenges/healthier-food>

Kaiser Permanente: Fact Sheet on Sustainable Food Purchasing Policy

<http://xnet.kp.org/newscenter/aboutkp/green/stories/2011/110811sustainablefood.html>

Partnership for a Healthier America

<http://www.ahealthieramerica.org/#!/about-the-partnership>

#### Universities

University of California Policy on Sustainable Practices:

Sustainable Foodservices Policy (page 19) [http://www.universityofcalifornia.edu/sustainability/documents/policy\\_sustain\\_prac.pdf](http://www.universityofcalifornia.edu/sustainability/documents/policy_sustain_prac.pdf)

Yale Sustainable Food Purchasing Guide [http://www.yale.edu/sustainablefood/purchasing\\_guide\\_002.pdf.pdf](http://www.yale.edu/sustainablefood/purchasing_guide_002.pdf.pdf)

Yale Sustainable Food Purchasing Guidelines

[http://www.yale.edu/sustainablefood/food\\_purchasing.html](http://www.yale.edu/sustainablefood/food_purchasing.html)

Emory University's Sustainable Food Initiative <http://sustainability.emory.edu/page/1008/Sustainable-Food>

Bon Appetit: General Sustainability Principles

<http://www.cafebonappetit.com/>

#### K-12 Schools

Washington D.C: Healthy Schools Act of 2010

<http://dchealthyschools.org/wordpress/wp-content/uploads/2011/11/Healthy-Schools-Act-as-Amended-20110810.pdf>

Local Food Procurement for San Diego Unified School District

<http://www.sandi.net/site/Default.aspx?PageID=993>

Local Fruit and Vegetable Sourcing in St. Paul's Public Schools- Lessons Learned and RFP

<http://food-hub.org/files/resources/>

Sample Purchasing Guidelines – "Specs" Large Scale Scratch Cooking Environment- Chef Ann Cooper, Berkeley Unified School District

[http://www.thelunchbox.org/sites/default/files/SAMPLE\\_PURCHASING\\_GUIDELINES2.pdf](http://www.thelunchbox.org/sites/default/files/SAMPLE_PURCHASING_GUIDELINES2.pdf)

Primer on geographic Preference: Potential, Pitfalls and Proper Procedures – School Food FOCUS

<http://www.schoolfoodfocus.org>

Alliance for a Healthier Generation

<http://www.healthiergeneration.org/companies.aspx?id=5657>

National Farm to School Network's list of resources on buying and selling local foods

<http://www.farmtoschool.org/publications.php?pt=buys>

### Federal, State and Municipal Government

General Services Agency: Health and Sustainability Guidelines for Federal Concessions and Vending Operations  
<http://www.gsa.gov/portal/content/104429>

Massachusetts State Agency Food Standards  
<http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/eo509-state-agency-food-standards.pdf>

City and County of San Francisco, Executive Directive: Healthy and Sustainable Food for San Francisco  
[http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy\\_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf](http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf)

New York City Agency Food Standards  
[http://www.cspinet.org/new/pdf/nyc\\_agency\\_food\\_standards.pdf](http://www.cspinet.org/new/pdf/nyc_agency_food_standards.pdf)

### General Background Resources

Sustainable Food Policy- A Guide to Developing Sustainable Food Purchasing Policy  
<http://www.sustainablefoodpolicy.org/>

Public Health Law and Policy: "Understanding Healthy Procurement: Using Government's Purchasing Power to Increase Access to Healthy Food"  
[http://www.phlpnet.org/sites/phlpnet.org/files/Understanding\\_Healthy\\_Procurement\\_2011.pdf](http://www.phlpnet.org/sites/phlpnet.org/files/Understanding_Healthy_Procurement_2011.pdf)

UC Sustainable Agriculture Research & Education Program, Agricultural Sustainability Institute, UC Davis: "Emerging Local Food Initiatives in Northern California Hospitals"  
[http://www.sarep.ucdavis.edu/CDPP/fti/Farm\\_To\\_Hospital\\_WebFinal.pdf](http://www.sarep.ucdavis.edu/CDPP/fti/Farm_To_Hospital_WebFinal.pdf)

The Johns Hopkins Center for a Livable Future Health Care and Without Harm: "Balanced Menus: A Pilot Evaluation of Implementation in Four San Francisco Bay Area Hospitals"  
<http://www.jhsph.edu/bin/k/m/BMCReportFinal.pdf>

Centers for Disease Control and Prevention (CDC): "Improving the Food Environment Through Nutrition Standards: A guide for government procurement"  
[http://www.cdc.gov/salt/pdfs/dhdsp\\_procurement\\_guide.pdf](http://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf)

Michigan Good Food Work Group Report Series: "Institutional Food Purchasing"  
<http://mlui.org/downloads/InstFoodPurchasingReport.pdf>

### LEARN MORE ABOUT GOOD FOOD SOURCING

#### Local

USDA's List of Certified Farmers' Markets  
<http://apps.ams.usda.gov/FarmersMarkets/Default.aspx>

See Appendix C for list of local product availability in LA (distributors and processors)

#### Environmental Sustainability

##### Consumer Reports

*Greener Choices: Eco-Labels Center*  
<http://www.greenerchoices.org/eco-labels/productArea.cfm?ProductCategoryID=174>

Food Alliance, Institute for Agriculture & Trade Policy, Association for the Advancement of Sustainability in Higher Education, Healthcare Without Harm

*Third Party Certifiers for Sustainability in Food & Agriculture*  
<http://www.sustainablefoodpolicy.org/third-party-certifications-for-identifying-sustainably-produced-foods>

#### Natural Resources Defense Council

*Label Lookup*  
<http://www.nrdc.org/living/labels/food.asp>

#### Meatless Monday Campaign Toolkits

<http://www.meatlessmonday.com/spread-the-movement/>

#### CCOF Certified Organic

*CCOF's Organic Online Directory*  
[http://www.ccof.org/cgi-bin/organicdirectory\\_search.cgi](http://www.ccof.org/cgi-bin/organicdirectory_search.cgi)

#### USDA Certified Organic

[www.ams.usda.gov/nop/](http://www.ams.usda.gov/nop/)

#### Food Alliance Certified

Online directory of certified producers and handlers  
<http://foodalliance.org/client-search>

#### Non-GMO Project Verified

<http://www.nongmoproject.org/take-action/search-participating-products/>

#### Stewardship Index for Specialty Crops

<http://www.stewardshipindex.org/>

**Sustainable Seafood****Blue Ocean Institute**

*Offers Ocean and seafood sustainability education for chefs*  
<http://www.blueocean.org>

**Monterey Bay Seafood Watch List**

[http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw\\_factsheet.aspx](http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw_factsheet.aspx)

**Good Catch...The Essentials: Helping You Navigate Seafood Sustainability**

[http://www.goodcatch.org.uk/site\\_media/uploads/Good\\_Catch...the\\_essentials\\_FINAL.pdf](http://www.goodcatch.org.uk/site_media/uploads/Good_Catch...the_essentials_FINAL.pdf)

**Marine Stewardship Council**

<http://www.msc.org/>

**Marine Conservation Society**

*Buyers guide to sustainable seafood*  
<http://www.fishonline.org/>

**The Institute for Fisheries Resources**

*List of local fish seasonality*  
<http://www.ifrfish.org/where/los-angeles-area>

**Valued Workforce****United Farm Workers**

*List of farms with union contracts:*  
[http://www.ufw.org/\\_page.php?menu=organizing&inc=orga\\_label.html](http://www.ufw.org/_page.php?menu=organizing&inc=orga_label.html)

**Agricultural Justice Project's Standards**

<http://www.agriculturaljusticeproject.org/AJPStandardsJuly2010Final.pdf>

**Agricultural Justice Project's Toolkit for Farmers**

*Sample labor policies and other resources to help farmers meet standards*  
[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

**Equitable Food Initiative**

*Partnership among businesses and organizations that have come together to develop standards, training processes and a certification to protect farm workers and produce safer, healthier food.*  
<http://www.equitablefood.net/#!/home/mainPage>

**Bon Appetit: Code of Conduct for Sustainable Tomato**

**Suppliers** <http://www.bamco.com/uploads/documents/CODE%20OF%20CONDUCT%20FOR%20SUSTAINABLE%20TOMATO%20SUPPLIERS%20.pdf>

**Domestic Fair Trade Association**

*DFTA is engaged in a process of developing criteria for domestic fair trade standards. Draft DFTA criteria and instructions for evaluation:*  
<http://www.thedfta.org/index.php?c=evaluation>

**Food Chain Workers Alliance**

*Statement on Social Certification*  
[http://foodchainworkers.org/?page\\_id=232](http://foodchainworkers.org/?page_id=232)

**Restaurant Opportunities Center****National Diner's Guide**

*Consumers guide provides information on the wage, benefits, and promotion practices of the 150 most popular restaurants in America, including several high-road restaurants in Los Angeles.*  
<http://rocunited.org/dinersguide/>

**Fair World Project**

<http://fairworldproject.org/>

**Animal Welfare****Global Animal Partnership**

*Recognizes and rewards producers for their welfare practices and promotes and facilitates continuous improvement. Standards listed here:*  
<http://www.globalanimalpartnership.org/the-5-step-program/our-standards/>

**Animal Welfare Approved**

*Online directory of certified farms*  
<http://www.animalwelfareapproved.org/product-search/>

**Humane Farm Animal Care/Certified Humane Raised and Handled®**

*Online directory*  
<http://www.certifiedhumane.org/index.php?page=where-to-buy>

**AGA Grass-Fed****AGA Producer Profiles**

<http://www.americangrassfed.org/producer-profiles/>

**Animal Welfare Approved****Food Labeling for Dummies**

*A guide to common food label terms and claims*  
[http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-for-Dummies-6\\_high-res.pdf](http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-for-Dummies-6_high-res.pdf)

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**Nutrition**

U.S. Department of Agriculture (USDA): *Dietary Guidelines for Americans*

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Harvard School of Public Health: *Healthy Eating Plate*

<http://www.hsph.harvard.edu/nutritionsource/healthy-eating-plate/>

USDA: *My Plate*

<http://www.choosemyplate.gov/print-materials-ordering/dietary-guidelines.html>

## APPENDIX C: Local Product Availability (Los Angeles)

*Los Angeles wholesale distribution firms with locally sourced products:*

### California Produce Wholesalers

6818 Watcher St.  
Commerce, CA 90040  
Telephone: (800) 460-9193  
Fax: (562) 928 3090  
<http://www.californiaproducewholesalers.com/>



### FreshPoint Southern California

Locally Grown Division  
155 N. Orange Avenue  
City of Industry, CA 91744  
<http://www.freshpoint.com>



### Gold Star Foods

3781 E. Airport Drive  
Ontario, Ca. 91761  
Telephone: (800) 540-0215  
Fax: (866)802-1997  
<http://www.goldstarfoods.com/default.asp>



### Heath & Lejeune

1417 South Eastman Avenue  
Commerce, CA 90023  
Telephone: (213) 614-1909  
<http://soullyorganic.com/>



### L.A. Specialty Produce

13527 Orden Drive  
Santa Fe Springs, CA 90670  
Telephone: (562) 741-2200  
Fax: (562) 741-2907  
<http://www.laspecialty.com/index.html>



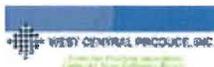
### Sunrise Produce Company

1400 Goodrich Blvd  
Commerce, CA 90022  
Telephone: (323) 726-3838  
<http://www.sunriseproduce.com/index.html>



### West Central Produce

2020 East 7th Place  
Los Angeles, CA 90021  
Telephone: (800) 464-8349  
[www.westcentralproduce.com](http://www.westcentralproduce.com)



### Worldwide Produce

1661 McGarry St.  
Los Angeles, CA 90021  
Telephone: (800) 300-2737  
Fax: (213) 741-1777  
<http://www.wvproduce.com/>



### Processing of locally sourced produce:

#### Field Fresh Foods

#### Locally Fresh Foods

14805 South San Pedro Street  
Gardena, CA 90248  
Telephone: (800)411-0588  
<http://www.fieldfre>





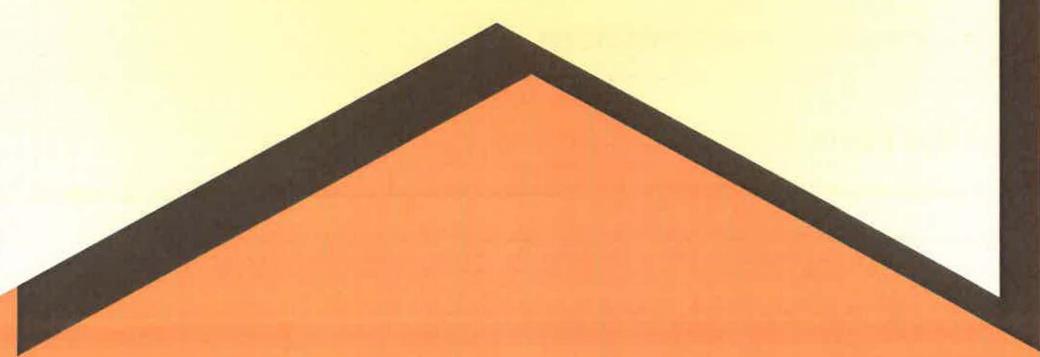
Tomatillo  
\$3/lb

Small  
Pumpkins  
\$2.50/lb  
Also  
Yellow  
Butternut  
\$2.50/lb

Mama  
Tomatoes  
\$2.50/lb

RFP EXHIBIT I

[www.goodfoodla.org](http://www.goodfoodla.org)



# Los Angeles Food Policy Council Good Food Purchasing Pledge



RFP EXHIBIT I

## Baseline Data Collection Plan for Good Food Purchasing Institutions Year 1

The list below details all deliverables requested in Year One of the Good Food Purchasing Policy. Information collected will help assess your baseline purchasing practices and will be used to develop goals and action plans for continued progress. Information will be updated annually. All forms will be provided in toolkit and electronically. Documents should be submitted to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).

DELIVERABLE	DEADLINE
✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting	March 2014
✓ Sign Good Food Purchasing Pledge	(Within one month)
✓ Submit Food Service Operations Overview Form <ol style="list-style-type: none"> <li>1. Total annual dollar amount of food purchases by food category (including beverages)</li> <li>2. Food service contracts terms (i.e. renewal dates) and vendor names</li> <li>3. Existing monitoring and compliance plans</li> </ol>	Within one month of signing Good Food Purchasing Pledge
✓ Submit copy of signed Contractor Code of Conduct forms from food service vendors acknowledging that all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards.	Within one month of signing Good Food Purchasing Pledge
✓ Complete Baseline Assessment: Nutrition Guidelines in Food Service Institutions	Within one month of signing Good Food Purchasing Pledge
✓ Provide three-month detailed purchasing inventory for five food categories (see Good Food Purchasing Tracking form): <ul style="list-style-type: none"> <li>• Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>• For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (brand or label – or farm if possible)</li> <li>• Include up to three months of data</li> </ul>	Within two months of signing Good Food Purchasing Pledge
✓ Complete First Draft of Five-Year GFPP Action Plan (see template)	Within four months of signing Good Food Purchasing Pledge
✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting	Summer 2014
✓ Submit final Five-Year GFPP Action Plan to LAFPC	Within eight months of signing Good

Los Angeles Food Policy Council  
**Good Food Purchasing Pledge**



RFP EXHIBIT I

	Food Purchasing Pledge
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**Ongoing Data Collection Plan for Good Food Purchasing Institutions**  
*Years Two through Five*

DELIVERABLE	DEADLINE
<ul style="list-style-type: none"> <li>✓ Submit quarterly inventory of food purchases by product category                             <ul style="list-style-type: none"> <li>▪ Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>▪ For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (to farm level)</li> </ul> </li> </ul>	January April July October
<ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>	Winter
<ul style="list-style-type: none"> <li>✓ Update Food Operations Overview, Nutrition Assessment and/or Contractor Code of Conduct forms as necessary</li> </ul>	March
<ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>	Summer
<ul style="list-style-type: none"> <li>✓ Submit Report on Policies, Practices and Progress to LAFPC</li> </ul>	August
<ul style="list-style-type: none"> <li>✓ LAFPC submits Annual Report on Implementation to City Administrative Officer</li> </ul>	October

# Food Service Operations Overview



Please submit this form to Colleen McKinney ([cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org)).

1. Total annual dollar amount of food purchases by food category (including beverages).

Annual Food Purchases by Product Category	
Food Category	Annual Purchase Amount (\$)
Fruit & Vegetables <ul style="list-style-type: none"> <li>• <i>Fresh</i></li> <li>• <i>Frozen</i></li> <li>• <i>Canned</i></li> </ul>	
Milk & Dairy	
Meat & Poultry	
Seafood	
Grains & Legumes (beans, rice, quinoa etc)	
Other Products (packaged foods, bakery items etc)	
Beverages	
<b>TOTAL ANNUAL FOOD PURCHASES</b>	

2. List all food service contracts terms (i.e. renewal dates) and vendor names.

Department Food Service Contracts	Vendor Name	Contract Renewal Dates

3. List and describe any existing monitoring and compliance plans included in current contracts (use as much space as needed).

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**CITY OF LOS ANGELES  
CONTRACTOR CODE OF CONDUCT**

**RFP EXHIBIT I**

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

- (a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.
- (b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
- (c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.
- (d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power index.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

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Signature of Officer or Authorized Representative

Date

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Print Name and Title of Authorized Representative

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Print Company Name, Address and Phone Number

Los Angeles Food Policy Council  
**Good Food Purchasing Pledge**

RFP EXHIBIT I

**Value 5: Nutrition** – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.

**Baseline Assessment: Nutrition Guidelines in Food Service Institutions**

This baseline assessment will measure your institution's compliance with the nutrition category of the Good Food Purchasing Guidelines. All nutrition goals listed below may not apply to all types of food service institutions. Each food service institution will be eligible for points towards the Good Food Purchasing Pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), as well as other leading health organizations. The below nutrition goals will be reviewed and revised periodically to ensure they meet current dietary science and take into consideration program implementation.

Please answer each question below. If box is checked YES, please provide detail on how your institution meets this guideline. If NO, please state why not and if box is checked N/A, please explain why. **Send your self-assessment to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

Nutrition Goals	Yes/No/NA	Description: <i>If box is checked YES, please provide detail on how institution meets this guideline. If NO, please state why not. If you checked N/A please explain why.</i>
1. Do fruits, vegetables, and whole grains account for at least 25% of food purchases?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
2A. Are seasonal fruits sourced to ensure best taste, quality, and price?	Y <input type="checkbox"/> N <input type="checkbox"/>	

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

RFP EXHIBIT I

	N/A <input type="checkbox"/>	
2B. Are seasonal vegetables sourced to ensure best taste, quality, and price?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
3A. Does your institution to the greatest extent possible prioritize the purchase of whole fruit before purchasing frozen and/or canned fruit in its own juice with no sugars added?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
3B. When fruits are whole, are they purchased without added sugar?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
3C. Is canned fruit in its own juice with no sugars added?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
4A. Does your institution to the greatest extent possible prioritize the purchase of whole vegetables without added sodium and fat before purchasing frozen and/or canned vegetables that are low sodium or have "no salt added"?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

RFP EXHIBIT I

4B. Are vegetables purchased whole, without added sodium and fat?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
4C. Are canned vegetables low sodium (per FDA definitions) <sup>1</sup> or have "no salt added"?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
5. Does your institution prioritize the purchase of whole-grain, high-fiber options <sup>2</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
6. Does your institution prioritize offering plant-based main dishes at each meal service <sup>3</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
7. If meat is offered, is the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>1</sup> Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>2</sup> Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>3</sup> Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions RFP EXHIBIT I

8. If meat is offered, is the purchase of processed meats <sup>4</sup> minimized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
9A. If dairy products are offered, is the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners) prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
9B. If milk is offered, are soy, rice, or other non-dairy milk alternatives without added sweeteners available?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
10A. If juice is offered, is the purchase of juice that is 100% fruit juice with no added sweeteners prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
10B. Is the purchase of all vegetable juice to be Low Sodium as per FDA definitions <sup>5</sup> prioritized?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>4</sup> If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>5</sup> Low Sodium is 140 mg or less per RACC

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

RFP EXHIBIT I

<p>11. Do at least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) contain ≤ 25 calories per 8 ounces?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>12. Is drinking water (preferably cold tap water in at least 12 ounce cup sizes) offered?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>13. Has your institution eliminated the use of hydrogenated and partially hydrogenated oils for cooking or baking?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>14. Are Low Fat and/or Low Calorie and/or Low Sodium condiments offered as per FDA definitions<sup>6</sup>?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>15. Has your institution committed to developing and implementing a gradual sodium reduction plan* that meets current Dietary Guidelines for Americans (DGA) standards?</p> <p>* A gradual sodium reduction plan is a guide to assist in reducing sodium gradually over time by a set of defined criteria, in food procured, sold, or distributed by any food service entity; this can include restaurants, snack shops, vending, cafeterias, and other types of food service venues.</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	

<sup>6</sup> Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

RFP EXHIBIT I

<p>16. Does all pre-packaged food have zero grams <i>trans</i> fat per serving (as labeled)?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>17. Has your institution eliminated the use of deep frying?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>18. Is the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming) prioritized?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>19. Are water, diet drinks (drinks that do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products displayed in eye level sections of beverage cases? (if applicable)</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>20. Has your institution prioritized the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers? (if applicable)</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	
<p>21. Are fruit with no-added sweeteners and non-fried vegetable offerings highlighted with signage?</p>	<p>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/></p>	

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

22. Has your institution removed candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase? (if applicable)	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
23. Does your institution's menu list the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
24A. Does your institution prioritize the use of 10' or smaller plates for all meals?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
24B. Does your institution prioritize making available reduced-size portions of at least 25% of menu items offered?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
24C. Does your institution prioritize offering reduced-size portions at a lower price than regular-sized portions <sup>7</sup> ?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

<sup>7</sup> Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

**Baseline Assessment: Nutrition Guidelines in Food Service Institutions**

RFP EXHIBIT I

24D. Are other portion control strategies prioritized in your institution?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	
25. Does your institution have a worksite wellness program including nutrition education for employees and/or patrons?	Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>	

# FRUIT & VEGETABLE PURCHASING DATA

(insert quarter, year)

Food Type	Total Order Information					Distributor
	# Cases	\$/Case	Total Cost	Product Detail (Example: brand, grower, supplier)	Location	
<b>Total Fruits &amp; Vegetables</b>			\$0.00			



## Five-Year GFPP Action Plan | TEMPLATE

The tiered, points based scoring system outlined in the Good Food Purchasing Guidelines allows participants to choose which level of commitment best suits the Good Food goals of their organization. The guidelines require that a baseline be met for each value, but an institution can receive additional points by making even greater commitments in each value category. Participants are awarded one to five stars based on their total score. To maintain their star rating over time, participating institutions are expected to increase the amount of Good Food they purchase each year.

In Year One of the program, Good Food Purchasing Institutions (GFPI) will develop a five-year action plan that describes their purchasing goals and objectives, based on the baseline purchasing practices measured at the time of pledge adoption. The action plan should include measurable deliverables and benchmarks from Years One through Five. The multi-year action plan will serve as a guide for future annual progress reports. The components of a successful action plan, including the any forms to be submitted, are described below. **Submit final action plan and chart to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

### SECTION ONE: Year One – Baseline Assessment

#### ***Introduction & Purpose***

Summarize in a few sentences your institution's interest and involvement in the Good Food Purchasing Program.

#### ***Food Service Operations Overview (SUBMIT FORM)***

Using the *Food Service Operations Overview* form, describe your operation, including:

Total purchases for each food category: fruits & vegetables, milk & dairy, meat & eggs, seafood, grains & legumes, other products (packaged foods, bakery products, etc.), and beverages.

- Total annual food purchases
- Food service contract terms (i.e. renewal dates) and vendor names
- Existing monitoring & compliance plans included in contracts

#### ***GFPP Tracking Sheet (SUBMIT FORM)***

Using the *GFPP Tracking Sheet* or the inventory sheet supplied by your vendor(s), provide the following information for each product:

- Food type
- Volume purchased
- Cost per unit
- Source: include brand or label and plant location. Wherever possible, include the name of the farm or ranch where the item was produced
- Any known certifications or product claims associated with each product

#### ***Summary of Current Best Practices & Recent Achievements***

Highlight any existing best practices or key procurement achievements within your institution. This may include:

- Recent product shifts or commitments (e.g. 100% cage free eggs, direct relationship with local growers)
- Existing healthy and/or sustainable food service initiatives (e.g. trayless dining, compostable dishware, Healthy Picks program)
- Staff trainings or continued learning opportunities related to food service, culinary arts, nutrition, etc.

#### ***Current Challenges***

In your work to improve your food service operation, what have been the greatest challenges to success? What obstacles might continue to slow progress?



## SECTION TWO: Years Two through Five

### ***2-5 Year Plan Goals***

Outline the institution's overall long-term goals for the Good Food Purchasing Program (e.g. earn three-star rating by third year of program).

### ***Objectives & GFPP Five-Year Action Plan Chart (SUBMIT FORM)***

Identify the objectives your institution will focus on to reach your desired rating (i.e. achieve Level 3 Environmental Sustainability by Year Two, Level 2 in Valued Workforce by Year Four, and maintain Level 1 in all other categories). In each category section, identify any changes you will make to your purchasing that will allow you to meet your desired level in that category. For each of the five value categories, explain your institution's objective, benchmarks, and timeline for completion (see template attached).

## Template: GFPP Five-Year Action Plan Chart – For Good Food Purchasers

RFP EXHIBIT I

**Target:** The Good Food Purchasing Pledge harnesses the purchasing power of major institutions to encourage greater production of sustainably produced food, healthy eating habits, respect for workers' rights, humane treatment of animals and support for the local business economy by providing new opportunities for small and mid-sized farmers and job creation along the supply chain.

**Directions:** Use this document as a planning guide for implementing the Good Food Purchasing Guidelines. For each value, you only need to choose one objective from one level. Each Level corresponds with the numeric value. For example, achieving Level 1 would earn you 1 point, Level 2 = 2 points, and so on. If your institution is unable to reach the baseline level for any value category in Year 1, you may submit a plan detailing your goals for achieving baseline compliance within one year.

### Value 1: Local Economies – Support small and mid-sized agricultural and food processing operations within the local area or region

	Objective	Benchmarks	Activities	Timeframe	Points
Level 1 = 1 Point	15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>▪ Within 200 miles (or 10 SoCal counties) and large scale operations (&gt;500 acre farms) OR</li> <li>▪ In California AND medium scale operations (180-499 acre farms) OR</li> <li>▪ Outside of California AND small scale operations (&lt;180 acre farms)</li> </ul> 25% annual average of total cost of food purchases by Year 5.				
Level 2 = 2 Points	15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>▪ Local within 200 miles (or 10 SoCal counties) AND medium scale operations OR</li> <li>▪ Within California AND small scale operations</li> </ul> 25% annual average of total cost of food purchases by Year 5.				
Level 3 = 3 Points	15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>▪ Local within 200 miles (or 10 SoCal counties) AND small scale operations</li> </ul> 25% annual average of total cost of food purchases by Year 5.				
Extra Points = 1 Point Each	5% of annual average of total cost of food purchases comes from microenterprise farms (<100 acres) and located within 200 miles.				
	1% of annual average of total cost of food purchases is grown/raised and processed in Los Angeles County.				
	Food is purchased directly from farmer-owned businesses.				
	Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).				
	50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.				
	At least 25% of prepared seafood sourced from small and or local fleets.				
<b>Total Local Economies Points:</b>					

**Value 2: Environmental Sustainability – Source from producers that employ sustainable production systems**

RFP EXHIBIT I

	Objective	Benchmarks	Activities	Timeframe	Points
Level 1 = 1 Point	<p>Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources; No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> participate in Stewardship Index for Specialty Crops; OR PRiME score has no high risk components for Integrated Pest Management Practices</li> <li>• <b>Milk &amp; Dairy:</b> No antibiotics, and rBGH/rBST free</li> <li>• <b>Meat &amp; Poultry:</b> Cage-free eggs; or Pasture raised, or USDA Grassfed, OR No antibiotics</li> <li>• <b>Seafood:</b> No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide</li> <li>• <b>Grains:</b> Pesticide-free</li> </ul>				
Level 2 = 2 Points	<p>Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources. No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> PRiME score indicates low-risk for Integrated Pest Management Practices; OR Protected Harvest certified, OR participate in Stewardship Index for Specialty Crops with targets for annual improvement, OR Non-GMO Project Verified, or Food Alliance Certified</li> <li>• <b>Milk &amp; Dairy:</b> Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Meat &amp; Poultry:</b> AGA Grassfed, OR Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Seafood:</b> Fish listed as "Good" and "Best" choices in Monterey Bay Aquarium's Seafood Watch Guide</li> <li>• <b>Grains:</b> Food Alliance Certified, OR Non-GMO Project Verified</li> </ul>				
Level 3 = 3 Points	<p>Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources; No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> USDA Organic; OR Biodynamic</li> <li>• <b>Milk &amp; Dairy:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Seafood:</b> Marine Stewardship Council certified; OR 100% of fish listed as "Best Choice" in the Seafood Watch Guide</li> <li>• <b>Grains:</b> USDA Organic</li> </ul>				

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Extra Points = 1 Point Each Points	Institution participates in "Meatless Mondays"				
	A minimum of 75% of all seafood is noted as "Best Choices" in the Monterey Bay Aquarium Guide OR certified by the Marine Stewardship Council.				
	50% annual average of total cost of food purchases comes from environmentally sustainable sources.				
<b>Total Environmental Sustainability Points</b>					

**Value 3: Valued Workforce** – Provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption

Objective	Benchmarks	Activities	Timeframe	Points
<p><b>Level 1 = 1 Point</b></p> <p>All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):</p> <ol style="list-style-type: none"> <li>1. Freedom of association and the right to collective bargaining.</li> <li>2. Elimination of all forms of forced or compulsory labor.</li> <li>3. Abolition of child labor.</li> <li>4. Elimination of discrimination with respect to employment or occupation</li> </ol>				
<p><b>Level 2 = 2 Points</b></p> <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from farms with social responsibility policies, which includes:</p> <ul style="list-style-type: none"> <li>▪ union or non-poverty wages</li> <li>▪ respect for freedom of association and collective bargaining</li> <li>▪ safe and healthy working conditions</li> <li>▪ prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:</li> <li>▪ health care benefits</li> <li>▪ paid sick days</li> <li>▪ profit-sharing with all employees, OR</li> </ul> <p>Are Fair Trade Certified (for international products) 15% annual average of total cost of food purchases by Year 5.</p>				
<p><b>Level 3 = 3 Points</b></p> <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from combination of sources, including suppliers that:</p> <ul style="list-style-type: none"> <li>▪ Have a union contract with their employees, OR</li> <li>▪ Are a worker-owned Cooperative, OR</li> <li>▪ Have signed the CIW Fair Food Supplier Code of Conduct, OR</li> <li>▪ Are Food Justice-Certified by the Agricultural Justice Project, OR</li> <li>▪ Are certified by the Equitable Food Initiative</li> </ul> <p>15% annual average of total cost of food purchases by Year 5.</p>				
<p><b>Extra Points = 1 Point Each</b></p> <p>Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.</p>				
<p>Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.</p>				
<p><b>Total Valued Workforce Points:</b></p>				

**Value 4: Animal Welfare – Provide healthy and humane care for livestock**

	Objective	Benchmarks	Activities	Timeframe	Points
<b>Level 1 = 1 Point</b>	<p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> Produced from Pastured Cows OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR USDA Organic; OR Cage-free eggs; OR Pastured</li> </ul>				
<b>Level 2 = 2 Points</b>	<p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> American Humane Certified</li> <li>• <b>Meat &amp; Poultry:</b> Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR American Humane Certified</li> </ul>				
<b>Level 3 = 3 Points</b>	<p><b>Overall:</b> 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> <li>• <b>Meat &amp; Poultry:</b> Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> </ul>				
<b>Extra Points = 1 Point Each</b>	<p>Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options.</p>				
<b>Extra Points = 1 Point Each</b>	<p>50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.</p>				
<b>Total Animal Welfare Points:</b>					

**Value 5: Nutrition – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.**

Objective	Benchmarks	Activities	Timeframe	Points
Fruits, vegetables, and whole grains account for at least 25% of total food purchases				
Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price				
Purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added				
Purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have "no salt added"				
Prioritize the purchase of whole-grain, high-fiber options				
Prioritize offering plant-based main dishes at each meal service				
If meat is offered, prioritize the purchase of "extra lean" (total fat $\leq$ 5%) and "lean" (total fat $\leq$ 10%) meat such as skinless chicken, turkey, ground beef, and pork				
If meat is offered, minimize the purchase of processed meats				
If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available				
Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions				
At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain $\leq$ 25 calories per 8 oz				
Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered				
Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions				
Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards				
All pre-packaged food has zero grams trans fat per serving (as labeled)				
Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)				
Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low				

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Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)				
Eliminate the use of deep frying				
Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage				
Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)				
Develop a worksite wellness program including nutrition education for employees and/or patrons.				
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010				
Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions)				
Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)				
Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking				
Level 1 (1 Point) – Meets 13 – 15 out of 25				
Level 2 (2 Points) – Meets 16 – 20 out of 25				
Level 3 (3 Points) – Meets 21 – 25 out of 25				
<b>Total Nutrition Points:</b>				
<b>GRAND TOTAL GFPP POINTS</b>				

Good Food Purchasing Commitment Levels		
Stars Awarded	Good Food Purchaser Status Level	Number of Points Needed
★	Good Food Purchaser – One Star	5 - 9
★★	Good Food Purchaser – Two Stars	10 - 14
★★★	Good Food Purchaser – Three Stars	15 - 19
★★★★	Good Food Purchaser – Four Stars	20 - 24
★★★★★	Good Food Purchaser – Five Stars	25+

EXHIBIT E

Insurance Requirements

Form Gen. 146 (Rev. 3/99)

Required Insurance and Minimum Limits

Name: Hilltop Nursery School, Inc.

Date: 04/12/2017

Agreement/Reference: for the management and operation of a recreation child development and childcare cent at Bellevue Recreation Center
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 - Workers' Compensation (WC) and Employer's Liability (EL)
WC Statutory
EL \$1,000,000
Waiver of Subrogation in favor of City
Longshore & Harbor Workers
Jones Act

General Liability \$1,000,000
Products/Completed Operations
Sexual Misconduct \$1,000,000
Fire Legal Liability \$100,000

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

Professional Liability (Errors and Omissions) \$1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)
All Risk Coverage
Flood
Earthquake
Boiler and Machinery
Builder's Risk

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other: Provided to Raymond Chang @ RAP
1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at http://cao.lacity.org/risk/InsuranceForms.htm
2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**CITY OF LOS ANGELES  
INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**  
(Share this information with your insurance agent or broker)

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

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

**3. Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

Indication of compliance with statute, such as Workers' Compensation Law.

Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

**4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

EXHIBIT F

Standard Provisions for City Contracts (Rev. 03/09)

**[Document Follows This Page]**

# 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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. 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-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. 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 the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

**PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

**PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONTRACTOR may not, unless it has first obtained the written permission of the 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-14. PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts payable 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), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
  
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
  
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**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](http://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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) 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
<b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	<b>WC</b> <b>EL</b>	<u>Statutory</u> _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	
<hr/>		
<b>General Liability</b>		
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<hr/>		
<b>Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)</b>		_____
<hr/>		
<b>Professional Liability (Errors and Omissions)</b>		_____
<hr/>		
<b>Property Insurance (to cover replacement cost of building – as determined by insurance company)</b>		_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	
<hr/>		
<b>Pollution Liability</b>		_____
<input type="checkbox"/> _____		
<hr/>		
<b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>		100 % of Contract Price
<b>Crime Insurance</b>		_____
<hr/>		

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Site Map

Bellevue Recreation Center



Recreational Child Development and Child Care Center Area

