



"To enrich lives through effective and caring service"



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

December 20, 2006

To Whom it May Concern:

NOTICE INVITING PROPOSALS FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS SERVICES

The Los Angeles County Department of Beaches and Harbors (Department) is seeking one or more qualified and experienced contractors to perform, analyze and report on sampling and testing of the water, fish and other animal life and sediment within the Marina del Rey Small Craft Harbor.

Proposals must be in the form described in the RFP. Selection of a contractor(s) will be based on the qualifications of the firms submitting proposals as well as their prices for performing the work. A Proposers' Conference will be held at 10:00 a.m. on Tuesday January 9, 2007 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., January 23, 2007.

Contractors submitting proposals must have a minimum of five (5) years' experience in conducting marine water, fish and sediment sampling, testing and analysis projects. The contractor should also have a thorough knowledge of State and Federal environmental regulations and guidelines, as well as related marine water, fish and sediment testing protocols.

To receive a copy of the RFP, either telephone (310) 577-5736, send an e-mail with Marine Environment Monitoring and Analysis Services in the subject line to sorellana@bh.lacounty.gov, visit http://lacounty.info/doing_business/main_db.htm, or write:

Department of Beaches and Harbors
Marine Environment Monitoring and Analysis Services RFP
13837 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

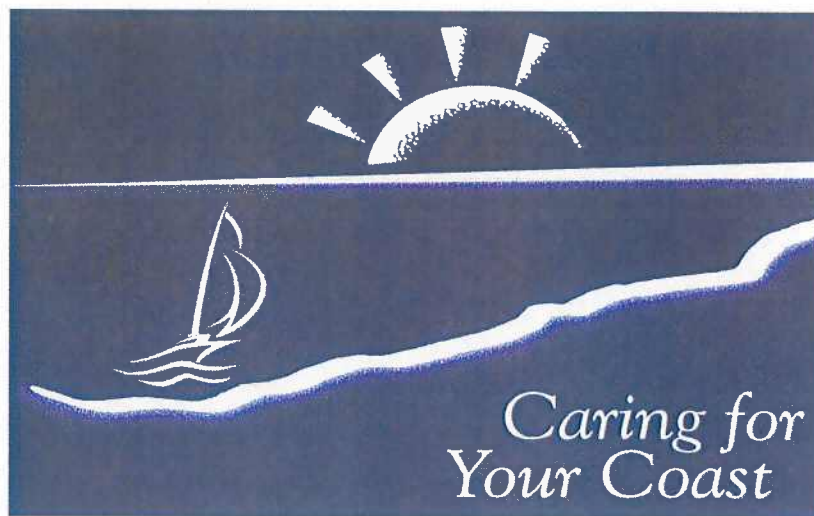
The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. For further information, call Susy Orellana at (310) 577-5736.

Very truly yours,
STAN WISNIEWSKI, DIRECTOR

Susy Orellana, Contract Analyst

**REQUEST FOR PROPOSALS
FOR
MARINE ENVIRONMENT
MONITORING AND ANALYSIS IN
MARINA DEL REY**

LOS ANGELES COUNTY



Department of
**Beaches &
Harbors**

Planning Division
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, CA 90292

December 20, 2006

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR PROPOSALS FOR MARINE ENVIRONMENT MONITORING AND
ANALYSIS IN MARINA DEL REY**

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ATTACHMENTS

- Attachment A: Sample Contract
- Attachment B: Policy on Doing Business with Small Business
- Attachment C: Guidelines for Assessment of Proposer Labor Law/Payroll Violations
- Attachment D: Los Angeles County Code Chapter 2.202 – Non-Responsibility and Debarment
- Attachment E: Los Angeles County Code Chapter 2.203 – Contractor Employee Jury Service

EXHIBITS

- Exhibit 1. Description of Work
- Exhibit 2. Work Order
- Exhibit 3. Site Location Maps
- Exhibit 4. Monthly Water Quality Monitoring
- Exhibit 5. Semiannual Fish Surveys
- Exhibit 6. Annual Sediment Chemistry Surveys
- Exhibit 7. Performance Requirement Summary Chart
- Exhibit 8. Policy on Doing Business with Small Business
- Exhibit 9. Contract Discrepancy Report
- Exhibit 10. California Safely Surrendered Baby Law

FORMS

- P-1 Offer to Perform / Price Proposal
- P-2 Work Plan
- P-3. Quality Control Plan
- P-4. Business and Financial Summary
- P-5. Proposer's Certification
- P-6. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- P-7. Contractor Employee Jury Service Program Certification Form and Application for Exemption
- P-8. Charitable Contributions Certification

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR PROPOSALS
MARINE ENVIRONMENT MONITORING AND ANALYSIS IN MARINA DEL
REY**

INTRODUCTION

The Los Angeles County Department of Beaches and Harbors (Department) is seeking one or more qualified and experienced contractors to perform, analyze and report on sampling and testing of the water, fish and other animal life and sediment within the Marina del Rey Small Craft Harbor. Qualified contractors may submit a written Proposal for a Contract to provide such services. Proposals must be in the form described in this Request for Proposals (RFP).

ANY FIRM SUBMITTING A PROPOSAL MUST HAVE A MINIMUM OF FIVE (5) YEARS' EXPERIENCE IN CONDUCTING MARINE WATER, FISH AND SEDIMENT SAMPLING, TESTING AND ANALYSIS PROJECTS.

In addition the contractor should have a thorough knowledge of State and Federal environmental regulations and guidelines, as well as related marine water, fish and sediment testing protocols. The contractor should have the ability to successfully hire, as necessary, equally knowledgeable and experienced subcontractors to accomplish the sampling, laboratory testing and/or other parts of the contract work. The contractor should have all the necessary resources to accomplish the work in a timely and cost effective manner, as well as all required insurance policies.

The Department manages County-operated beaches and the Marina del Rey Small Craft Harbor under the direction of the Board of Supervisors of Los Angeles County with the advice of the Los Angeles County Beach Commission and the Small Craft Harbor Commission. The Marina del Rey Small Craft Harbor is a public boat harbor that is owned by the County of Los Angeles and includes the surrounding unincorporated area adjacent to the communities of Venice and Playa del Rey.

In addition, the Department operates 21 beaches and coastal areas covering approximately 30 miles of coastline within the County, including County, state and city beaches. The Department's responsibility includes oversight of revenue-generating beach concessions such as Gladstone's restaurant, food stands and bike/skate rental, as well as beach and Marina parking lots. Under operating agreements with the state and the City of Los Angeles, the Department operates Dockweiler State Beach, which is located between Playa del Rey and El Segundo.

Description of Contract Work.

The contract work that is described in further detail in Part Two, Statement of Work of the Sample Contract, will include, but is not limited to, the following:

- Contact. Designate at least one principal to coordinate the services rendered by Contractor. Said principal shall be the primary contact with Department staff;

- Invoices. Submit two copies of an invoice to the Department on or before the fifteenth day of each month for any work performed during the preceding calendar month. Invoices shall identify the staff, hours worked, hourly rate for the service performed and other information necessary to calculate the payment for work;
- Compliance with Laws. The Contractor and its employees and agents shall comply with all applicable federal, state, county and city laws, rules, regulations, ordinances or codes, and all provisions required by these laws to be included in the Agreement;
- The Contractor will work with the Department in an effort to comply with the Statement of Work;
- The Contractor will procure all service related materials/vehicles unless otherwise agreed to by the Parties;
- The CA or his designee will review all work performed by the Contractor and provide evaluations of said work on a regular basis;
- The Contractor will perform other duties as required by the Director.

The terms and conditions for the performance of this work are set forth in the RFP and written amendments to the RFP, if any, which are issued before the final date for submission of Proposals and as ultimately reflected in any Contract awarded for the performance of the consultant services.

UPCOMING DATES AND DEADLINES

PROPOSAL DUE DATE

The DEADLINE FOR RECEIPT OF PROPOSALS IS 5:00 P.M., January 23, 2007. Proposals must be received by the deadline date and time to be considered and are mailed at the proposer's own risk. One original and six copies, each securely bound or stapled, shall be delivered to the attention of:

Contracts Section / Ms. Susy Orellana
 Marine Environment Monitoring and Analysis RFP
 Department of Beaches and Harbors
 13837 Fiji Way
 Marina del Rey, CA 90292

Informational Meeting

On **January 9, 2007 at 10:00 a.m.**, a Proposer's Conference will be held at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. Attendance is not mandatory. However, the meeting will be the only opportunity to ask specific oral questions about the RFP.

All persons planning to submit a Proposal should read the RFP before attending the meeting. Questions and answers from the meeting will be distributed to all persons who obtained a copy of the RFP from the Department as well as those present at the meeting. The County will not be able to respond to questions raised after the meeting.

SUBMISSION OF WRITTEN QUESTIONS

The deadline for receipt of written questions and requests for interpretation is **5:00 p.m., January 3, 2007**. See "How to Get Additional Information" below.

HOW TO GET ADDITIONAL INFORMATION

Persons who wish to address written questions to the Department about the RFP (including requests for interpretation of the RFP) may submit their questions in writing to: Contracts Section, Marine Environment Monitoring and Analysis RFP, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or may fax them to Susy Orellana at (310) 821-8155. Questions submitted and responses will be distributed to all parties who received a copy of this RFP from the Department prior to the final date for submission of Proposals. No reference will be made to the source of questions submitted. The Department will be unable to respond to written questions received after the meeting on **January 9, 2007**.

INSPECTION OF PREMISES

All persons interested in submitting a Proposal may conduct their own inspection of the area where water sampling is to be performed.

DEFINITIONS

The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy Director of the Department.

Contract. An agreement for performance of the work between the selected Proposer(s) and the County approved by the Board of Supervisors for performance of the Contract work.

Contract Administrator (CA). The Chief, Planning Division, or an authorized representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring June 30, 2008, and each succeeding twelve-month period over the remaining optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Deputy Director. The Deputy Director of the Department.

Director. The Director of the Department.

Evaluation Committee. The committee appointed by the Director to recommend a Proposer(s) as Contractor(s) pursuant to the RFP.

Offer to Perform/Price Proposal . Form P-1 of the RFP.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). All parts of this document and the attached exhibits.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under oral or written agreement.

REQUIRED FORMAT AND CONTENT OF PROPOSAL

The Proposal must include the following:

1. Offer to Perform/Price Proposal. Completed and signed Offer to Perform (Form P-1). Failure to submit hourly rates on Form P-1 may be grounds for rejection of the Proposal. The hourly rates shall provide rate of full compensation to the Contractor(s) for services required for the performance of the Contract(s) except for those expenses listed in Section 2.1.2 of the sample Contract. The Offer to Perform must: (1) state whether the Proposer is an individual proprietor, partnership, joint venture, corporation, limited liability company or other form of entity; (2) state the name under which business is conducted; (3) identify the state of organization, if any, and location of principal place of business; (4) identify persons authorized to accept service of legal process in California; and (5) identify the name, title, address and telephone number of each person who is authorized to bind the Proposer to performance of the Contract work.

The Offer to Perform shall be signed as follows:

If an individual or sole proprietor, by the individual owner.

If a corporation, by two authorized officers. If a partnership, by an authorized general partner.

If a joint venture, by all joint venturers.

If a limited liability company, by the managing member or other person(s) specifically authorized by the operating agreement.

2. Work Plan. Submit (Form P-2) consistent with the Contract work describing:

- Staff to be utilized by Proposer to perform the Contract work.
- Proposer's ability and resources to provide supervisorial and sampling service described in Attachment 1, Sample Contract, Part Two, Statement of Work;
- How the experience of Proposer's staff is specifically related to the services described in Attachment 1, Sample Contract, Part Two, Statement of Work;
- What level of staff the Proposer would be equipped to assign on an as-needed basis to provide services for unanticipated emergencies as listed in Attachment 1, Sample Contract, Part Two, Statement of Work;
- Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Sample Contract, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

3. Quality Control Plan. Completed and signed Quality Control Plan (Form P-3). Failure to submit or fully complete Form P-3 may be grounds for rejection of the Proposal.

4. Business and Financial Summary. Completed and signed Business and Financial Summary (Form P-4). Failure to submit fully complete Form P-4 may be grounds for rejection of the Proposal. False statements may be cause for disqualification or debarment. The submission of financial statement and credit references shall constitute permission by the Proposer for the Department to check, verify, and have certified all information contained in such statements. **The following items must be attached:**

- Demonstration of at least five years' experience providing marine environment monitoring and analysis. Provide references for contracts currently being performed or which have been completed in the past five years. Of particular interest will be references from jobs most similar to the scope of the Contract work. The following information must be furnished for each reference:
 1. Date Contract or service began and ended;
 2. Name, address, contact name, and the telephone number of client;
 3. Description of services provided.
- Description of size and organizational structure;

- Copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least June 2006. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements;
- A minimum of three credit or financial references, giving names, addresses, and telephone numbers;
- Evidence of insurability (a letter of commitment, binder or certificate of current insurance coverage) from an insurance company setting forth coverage meeting the limits and other requirements of Section 3.9 of the Sample Contract; and
- Such information as may be requested by the Evaluation Committee to evaluate the Proposer's qualifications to perform the Contract work.

5. Proposer's Certification. Completed and signed Proposer's Certification (Form P-5). Failure to submit Form P-5 may be grounds for disqualification.

6. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form. Completed and signed Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form P-6). Failure to fully complete or submit Form P-6 may be grounds for disqualification.

7. Contractor Employee Jury Service Program Certification Form and Application for Exception. Completed and signed Contractor Employee Jury Service Program Certification Form and Application for Exception (Form P-7). Failure to submit or fully complete Form P-7 may be grounds for disqualification.

8. Charitable Contributions Compliance. All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form P-8. A completed Form P-8 is a required part of any agreement with the County.

9. Additional Information. Proposers may attach to their Proposals any information that would aid the Evaluation Committee in making a recommendation. Additional information may be requested by the Evaluation Committee to evaluate the Proposer's qualifications to perform the Contract work.

RULES THAT APPLY TO THE REQUEST FOR PROPOSALS

Headings.

Headings in the RFP are for convenience and reference only and do not define or limit the scope of any provision of the RFP.

Director May Amend RFP.

No oral amendments of the RFP are authorized and only the Director of the Department may issue written amendments. The County is not responsible for, and shall not be bound by representations, addenda or amendments made by any unauthorized individual acting or purporting to act on its behalf.

Director to Interpret RFP.

Should there be any uncertainty, ambiguity, or discrepancy in the terms of the RFP or any dispute about their meaning or applicability, the Director shall be consulted and will interpret them. The Director's interpretation shall be binding upon all parties. Should any Proposer rely on any uncertain or ambiguous provision of the RFP without referring the matter for resolution to the Director, the Proposer does so at his or her own risk.

Proposals to be in English.

All Proposals and documents shall be written in the English language.

Proposals Must Follow Required Format.

Proposers must respond specifically to all elements of the RFP. The content and sequence of Proposals must follow the "Required Format and Content of Proposal" above. Failure of the Proposal to conform to these requirements may, in the County's sole discretion, disqualify the Proposal from consideration.

Proposal Accuracy.

The Proposal price must accurately reflect the cost of performing the Contract work in accordance with the terms and conditions of the Contract.

Proposals Irrevocable for 120 Days.

All Proposals shall be firm and may not be revoked for a period of 120 days following the final date for submission. However, the Director may, upon written request, permit withdrawal of a Proposal at his discretion.

Disqualification for Multiple Proposals or Collusion.

The existence of reasonable grounds for belief that the Proposer is interested in more than one Proposal may cause the rejection of all such Proposals. If there are reasonable grounds for believing that collusion exists among Proposers, their Proposals may be disqualified from consideration.

Nonconforming Proposals.

Submission of a Proposal shall constitute acknowledgment of, acceptance of and willingness to comply with all of the terms, conditions, and criteria contained in this RFP. Nonconforming provisions in a Proposal shall be ineffective to modify the terms of the RFP and shall not become part of any resulting Contract unless they are expressly identified and assented to by the County in the written Contract. Proposals which contain terms, conditions or limitations unacceptable to the County may, at the sole discretion of the County, be rejected.

County Option to Reject All Proposals.

The County may, at its discretion, reject any or all of the Proposals that are submitted in response to this RFP. Further, County may, at its discretion, cancel the RFP at any time prior to the Contract award. In the event of any such rejection or cancellation, the County shall not be liable for any costs incurred in connection with the preparation or submission of any Proposal by any Proposer.

Inadequate, Incomplete, Nonresponsive, or Late Proposals.

It is the Proposer's responsibility to assure that a correct and timely Proposal is received by the County. Proposals determined by the County to be inadequate, incomplete or nonresponsive may, at the County's sole discretion, be rejected. Proposals submitted after the required date and time shall be rejected.

Disqualification for Offer of Gratuity or Failure to Report Solicitation

It is improper for any County officer, employee or agent to solicit consideration in any form from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer or that the Proposer's failure to provide such consideration may negatively affect the County's treatment of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Proposers who offer or furnish such consideration may be disqualified from further participation in this RFP process.

Notice Regarding the Public Records Act

Responses to this RFP become the exclusive property of the County of Los Angeles. At such time as the Department recommends a Proposer(s) to the Board of Supervisors or to another County legislative body or Commission, and such recommendation with the proposed Contract appears on the body's agenda, all Proposals submitted in response to this RFP become a matter of public record and shall be regarded as public record.

The County will recognize as confidential only those elements in each Proposal which are trade secrets as that term is defined in the law of California and which are clearly marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." Vague designations and blanket statements regarding entire pages or entire documents are

insufficient and shall not bind the County to protect the designated matter from disclosure.

The County shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," or if disclosure is required by law or by an order of a court of competent jurisdiction.

Contract Awarded According to County's Intended Purpose.

The Contract shall be awarded through a competitive process to the responsible and responsive Proposer whose experience, approach to Contract requirements and organizational resources are determined most suitable for County's intended purpose. The County reserves the right to make a total award, a combination of awards, or to reject all Proposals, whichever is in the best interest of the County.

County's Sole Right to Select.

The County reserves the sole right to evaluate the Proposals and to select the Contractor(s), if any. The evaluation and determination of the merit, compliance with formal requirements, timeliness, responsiveness, completeness and numerical score will be made by the Evaluation Committee, subject to the right of the Director to recommend, and of the Board to select, the Proposal(s) deemed to best serve the interests of the County.

Board of Supervisors Must Approve Award.

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposal(s) and the terms of any resultant agreement, and to determine which Proposal(s) best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

Mandatory Requirement to Register on the County's WebVen Internet Website.

Prior to Contract award, all potential Contractors must register in the County's Internet Vendor Registration System (WebVen). WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at www.lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices and

documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form P-8. A completed Form P-8 is a required part of any agreement with the County.

In Form P-8, prospective contractors certify that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

Or:

- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form P-8 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

RESPONSIBILITY AND DEBARMENT OF PROPOSERS AND CONTRACTORS

The Request for Proposals is subject to the following additional conditions:

1. Determination of Proposer Responsibility

- A. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.
- B. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment D), the County may determine whether a Proposer is responsible based on a review of the Proposer's performance on any contract, including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- C. The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or omission which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.
- E. If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence and, based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- F. These terms shall also apply to proposed subcontractors of Proposers on County contracts.

2. Proposer Debarment

- A. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar a Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business

honesty, or (4) made or submitted a false claim against the County or any other public entity.

- B. If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence that is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- C. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- D. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- E. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.
- F. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentations. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period

or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. These terms shall also apply to proposed subcontractors of Bidders on County contracts.

PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (County Code Chapter 2.202)

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category, to Contractor.

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants GAIN/GROW participants, or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

JURY SERVICE PROGRAM

The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program, Attachment E, and the pertinent jury service provisions of the Sample Contract (Attachment A), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program.
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if

added to the annual amount of this Contract, are less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Form P-7, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide its employees with a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth as Exhibit 10 of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Evaluation Committee.

Initial Proposal evaluation will be made by an Evaluation Committee composed of representatives from the Department, other County departments, other public agencies and/or persons from the private sector. The selection and composition of the Evaluation Committee shall be solely determined by the Director. The Committee will use the criteria listed in the RFP to evaluate the Proposals. At the County's discretion, additional information may be requested to clarify and explain Proposals.

Oral Presentation to Evaluation Committee.

The Evaluation Committee may invite one or more Proposers to make an oral presentation to the Committee or one or more of its members, the Director, or the Department's staff as a further means of evaluating the Proposals.

Additional Inquiries.

The Evaluation Committee or any of its members may also question a Proposer about the Proposer's experience, past performance, financial stability, ability to perform on schedule and any other matter that may reasonably relate to the Proposer's qualifications to perform the Contract work. In the County's sole discretion, the failure of a Proposer to promptly respond to any such inquiry may be deemed grounds for rejection of the Proposal.

Evaluation Scoring.

The Evaluation Committee will rate Proposals on a point system, subject to the County's right to disqualify incomplete and inadequate Proposals. Scoring will be based on information received from the Proposers. The Evaluation Committee will award the number of points it deems fair and appropriate within the range of possible scores for each scoring category and will assign a composite score to each qualifying Proposal based upon the following criteria:

- Experience (25 percent)
- Organizational resources (25 percent);
- Price (35 percent); and
- References (15 percent)

Items Considered by Evaluators. In determining how well Proposers meet these criteria, the Evaluation Committee will consider the following items and weight the scores:

- **Experience (250 points) and Organizational Resources (250 points).** A maximum score of 500 points is possible for these two categories. Evaluators will consider the range of skills and depth of experience of the Proposer's principal(s) and staff designated to work on the items identified in the Statement of Work; stability; ability to meet obligations; resources to meet increased payroll, supply and other expenses required by the Contract; and ability to promptly fulfill a broad range of assignments, based on:
 1. Recent experience in providing marine environment monitoring to institutional and governmental entities;
 2. Familiarity with Southern California beach properties and Marina del Rey;
 3. Nature, size, scope and outcome of past and current projects;
 4. Resumes of Proposer principal(s), proposed Contract Representative and key employees.
 5. Proposed staffing of various projects as described in Proposer's Work plan;
 6. Credit rating to be obtained by the County; and
 7. Evidence of insurability.
- **Price.** A maximum score of 350 points is possible for this category. The hourly fees quoted by the Proposer on Form P-1 will be evaluated based on

their appropriateness to expertise and experience and any wage exemptions. The cost of providing other contractual services and support staff should be reflected in the quoted hourly rates for the service. In computing the price, Proposers should consider all overhead, cost of living adjustments and risk items. The maximum score will be awarded to the lowest annual county cost. The remaining Proposal prices will be scored proportionately. No Proposal may be accepted that exceeds the avoidable cost of using County employees to perform the work.

- **References.** A maximum score of 150 points is possible for this category. The contractor will be awarded up to 150 points for favorable references. **The references listed on Form P-4 will be evaluated based on information provided in writing and by telephone contact.**

Numerical Ranking.

The Evaluation Committee will rank the Proposals in numerical sequence based on their composite scores in the evaluation process and may recommend one or more Proposers to the Director. The Director in his sole discretion may recommend one or more of the Proposals for acceptance by the County. The Director's recommendation does not constitute award of the Contract, since only the Board of Supervisors may accept a Proposal and award a contract.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating Proposals, the County will give preference to a business identified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least 12 months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knows it does not meet the requirements, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

Labor Law and Payroll Violations.

After the evaluation and numerical ranking of the Proposals is completed, and if the top-rated Proposer has labor law or payroll violations or pending claims, the Department will refer documentation of these violations or pending claims to the

Labor Law/Payroll Violations Assessment Team. The Assessment Team, made up of a representative from the Chief Administrative Office, the Auditor-Controller and Internal Services Department, with County Counsel serving as legal advisor, will evaluate the violations or pending claims, utilizing the assessment guidelines provided in Attachment C, and recommend a percentage point deduction from the Proposer's evaluation score, if appropriate, ranging from one percent to 20 percent of the total evaluation points. If the top-ranked Proposer has violations or pending claims and other Proposers have violations or pending claims, the Department will refer to the Assessment Team documentation of violations or pending claims for any Proposer who could potentially become the top-rated Proposer if the maximum 20 percent of total evaluation points is deducted from the score of the original top-rated Proposer.

Protest Process.

Any actual or prospective proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

Grounds for Review. Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements
- Review of Disqualified Proposal
- Review of Department's Proposed Contractor Selection

The following describes the procedures to be followed for each of these areas.

Solicitation Requirements Review. A person or entity may seek a Solicitation Requirement Review by submitting a written request to the department conducting the solicitation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;
- The request for a Solicitation Requirements Review include documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

The Request for Solicitation Requirements Review asserts either that:

- Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the proposer; or,
- Due to unclear instructions, the process may result in the County not receiving the best possible responses from the proposers.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the proposer, in writing, within a reasonable time prior to the proposal due date.

Disqualification Review. A proposal may be disqualified from consideration because a department determined it was a non-responsive proposal at any time during the review/evaluation process. If a department determines that a proposal is disqualified due to non-responsiveness, the department shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review by the date specified. Requests for Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a proposer;
2. The request for a Disqualification Review is submitted timely; and
3. The request for a Disqualification Review asserts that the department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that supports the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the proposer, in writing, prior to the conclusion of the evaluation process.

Department's Proposed Contractor Selection Review

Departmental Debriefing Process

Upon completion of the evaluation, and prior to entering negotiations with the selected proposer, the department shall notify the remaining proposers in writing that the department is entering negotiations with another proposer. Upon receipt of the letter, the proposer may submit a written request for a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is submitted within the timeframe specified.

The purpose of the Debriefing is to compare the proposer's response to the solicitation document with the evaluation document. The proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other proposers shall not be discussed.

If the proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

Proposed Contractor Selection Review

The proposer may submit a written request for a Proposed Contractor Selection Review if the assert that their proposal should have been the highest-scored proposal because of one of the following reasons:

- a. The department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- b. The department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- d. Another basis for review as provided by state or federal law.

Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

County Review Panel Process

If the proposer is not in agreement with the results of the department's Proposed Contractor Selection Review, the proposer may submit a written request for a review by a County Review Panel.

Upon completion of the Panel's review, the Panel will forward its report to the department, which will provide a copy to the proposer.

Board's Right to Award Contract.

It is the intention of the County to award a Contract to the responsive and responsible Proposer(s) whose hourly rate is economical and whose qualifications and staffing plan are evaluated as being suitable for the Department's intended purpose. Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant Contract, and to determine which Proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

Execution by Selected Proposer(s).

The Contract shall be executed first by the Proposer(s) whose Proposal(s) is (are) selected by the Director for recommended acceptance by the County. A Proposer's failure to execute and return the Contract to the Director within five days after its receipt, or such longer time as the Director may allow, shall be deemed to be a refusal to enter the agreement, and the Director, in his sole discretion, may either reject all other Proposals or recommend any other Proposal for acceptance, based on his own evaluation or negotiation with the remaining Proposers.

Conditional Recommendation by Director.

The Director reserves his right to condition his recommendation of the selected Proposal(s) on changes being made in the Proposal(s). If the Director elects to negotiate such changes, the negotiations will be conducted with the Proposer(s) whose Proposal(s) is (are) first selected. In the event an agreement is not reached with the first selected Proposer(s), negotiations may be conducted with any other Proposer the Director in his sole discretion selects.

Conditional Acceptance by Board.

The Board reserves its right to condition its acceptance of the recommended Proposal(s) on changes being made in the Proposal(s). If the County elects to negotiate such changes, the negotiations will be conducted first with the recommended Proposer(s). In the event an agreement is not reached with the first recommended Proposer(s), negotiations may be conducted with any other Proposer(s) the Board in its sole discretion selects.

Supplemental Documents.

Prior to commencing services under the Contract(s), the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9 of the Sample Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS IN
MARINA DEL REY**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and _____ (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the marine environment monitoring to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be upon the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2, Statement of Work and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor(s). The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Period. The period commencing on the effective date of the Contract and expiring on June 30, 2008, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued December 20, 2006

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 2.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2008.

1.3.2 Four One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to four one-year extensions of the Contract term. The

Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the following options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for marine environmental monitor services among all Contractors shall not exceed \$167,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for marine environmental monitor services may exceed the aforementioned \$167,000 to the extent that a lessee, County Department other than the Department, government agency or third party is obligated to reimburse the Department for its marine environmental monitor project expenses.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$167,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessee, County Department, government agency or third party by up to 20 percent in any year of the Contract or any extension period, subject to

the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 2) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS IN
MARINA DEL REY**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Offer to Perform.

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor will provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department.

The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required.

In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Semi-Monthly Reports.

The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report.

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, findings, recommendations and plans in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Professional Staff.

Contractor shall provide the professional staff necessary to conduct marine, water, fish and sediment sampling, testing and analysis identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the

administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- The Contractor will work with the Department in an effort to develop Work Orders for CA approval;
- The Contractor will adequately staff projects for the Department;
- The Contractor will engage in and conduct marine, water, fish and sediment sampling, testing and analysis projects;
- Conduce monthly Water quality monitoring as specified in Exhibit 4;
- Conduct semiannual fish surveys as specified in Exhibit 5;
- Conduct annual sediment chemistry surveys as specified in Exhibit 6;
- Submit annual report within 120 days of completion of field and laboratory analyses, unless the period is extended by mutual agreement by the Parties. The annual report shall include data gathered for the current year and comparison with previously documented surveys. Following a four week review period for corrections, 15 copies of the final annual report shall be printed and furnished to the County;

- The Contractor will procure all project related materials unless otherwise agreed to by the Parties;
- The Department will provide the Contractor with any plans or specifications necessary to carry out projects agreed to by the Parties, unless the Work Order provides that the Contractor shall prepare plans and specifications;
- The Department will obtain any necessary permits or approvals required by law for the carrying out of any project contemplated by this Agreement, unless such responsibility is expressly delegated to the Contractor in the Work Order;
- The CA or his designee will review all work performed by the Contractor and provide evaluations of said work on a regular basis;
- The Contractor will perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To

the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to monitoring services.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.3 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.4 Hourly services shall be accurately reported.

2.4.7.5 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.6 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS IN
MARINA DEL REY**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.

The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal & Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

- (1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.
- (2) The filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and

per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior

consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and

confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR

WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and

remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the

hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) an other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.339 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County

contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 10 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the County Mayor and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

By _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE.

The importance of small business to the County

in fueling local economic growth

providing new jobs

creating new local tax revenues

offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow

as a multi-billion dollar purchaser of goods and services

as a broker of intergovernmental cooperation among numerous local jurisdictions

by greater outreach in providing information and training

by simplifying the bid/proposal process

by maintaining selection criteria which are fair to all

by streamlining the payment process

WE THEREFORE SHALL:

1. *Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.*
2. *Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments, to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.*
3. *Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business, and b) to further opportunities for all businesses to compete regardless of size.*
4. *Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.*

ATTACHMENT C

**GUIDELINES FOR ASSESSMENT OF PROPOSER
LABOR LAW/PAYROLL VIOLATIONS**

COUNTY DETERMINATION Proposer Name: _____ Contracting Department: _____ Department Contact Person/Phone: _____	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

Los Angeles County Code Chapter 2.202

Determinations of Contractor Non-Responsibility and Contractor Debarment

2.202.010 Findings and declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract. (Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an

act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.

Los Angeles County Code Sections 2.203.010 through 2.203.090**“Contractor Employee Jury Service”****2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

- A. Contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

DESCRIPTION OF WORK

The Description of Work for specific tasks to be completed by the Contractor must be submitted in duplicate to the Department for approval prior to any work being started. The Description of Work should contain the information and generally follow the format outlined below. Note that any Description of Work submitted to the Department for approval must be on the Contractor's letterhead stationery.

TO: Director, Los Angeles County Department of Beaches and Harbors

FROM: Name of Contractor

DATE:

RE: Description of Work for Contractor Services in connection with (State a specific Site Location or, if not related to a specific Parcel/location, a general and brief description of the work to be performed).

TIME PERIOD: State the start and end dates during which the Description of Work will be performed.

SCOPE OF WORK: State in detail the specific Description of Work. The detail should include description of specific tasks, estimated hours to complete as well as the total budget amount for each task described. The last paragraph of this section must include the following language:

“The budget indicated above is calculated with hourly rates approved by the Los Angeles County Board of Supervisors and the Los Angeles County Department of Beaches and Harbors on (date of Contract(s) approval). The total for this work is \$_____.”

ADDITIONAL REQUIREMENTS: The following statements must be included in any Description of Work submitted to the Department:

1. ACCEPTANCE: Contractor's Description of Work constitutes Contractor's acceptance of an agreement with Los Angeles County to perform the work described herein under the terms and conditions of the Contract for Marine Environmental Monitoring Services, which is incorporated herein by this reference.
2. COMPENSATION: Compensation for the Description of Work described herein shall be paid in the manner provided in the Contract for Marine Environmental Monitor Services, subject to all of its terms and conditions, and shall not exceed the maximum amount payable stated above.

CONTRACTOR'S SIGNATURE: _____

Contractor's Name printed: _____

Contractor to provide duplicate copies of the Description of Work, one of which must be an original signed copy. The name of the Contractor signing the Description of Work must be printed below the signature line.

CONTRACT FOR MARINE ENVIRONEMNT MONITORING AND ANALYSIS SERVICES WORK ORDER

Date: _____

Contractor: _____

Project Description: _____

Maximum Amount Payable: \$ _____

Scope of Work: See attached Description of Work dated: _____

<i>For DBH office use only</i>	
Work Order issued/Date:	_____
Contractor Proposal/Description of Work received on:	_____
Work order amount verified/approved by Admin Division on:	_____
Notice to proceed issued:	_____
Reimbursable Work:	<input type="checkbox"/> Yes (if yes, explain below) <input type="checkbox"/> No
_____ _____ _____	

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's hourly rates provided in the Contract, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the Maximum Compensation above.

Contract Representative (CONTRACTOR)

Date

Contract Administrator (DBH)

Date

Director or Chief Deputy (DBH)

Date

Station Location Maps and Descriptions

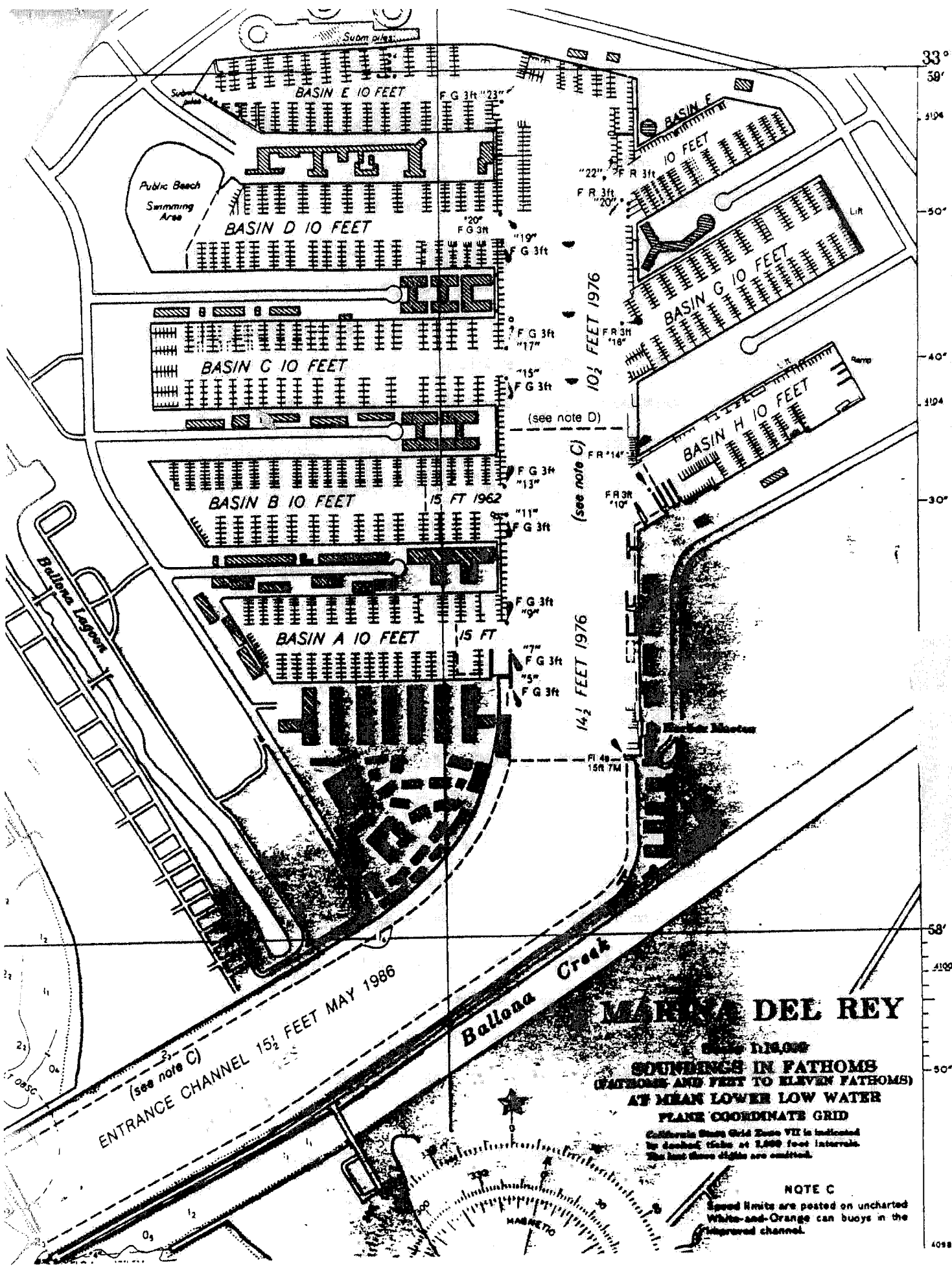
Page 4 of Exhibit 3 illustrates the survey stations for the marina, Ballona Creek and Oxford Basin. Stations were numbered 1 to 13 for original studies, a number of other were added for special studies, but not all of those were retained for routine monitoring, resulting in number out of sequence with the original stations.

Stations 1-13, designated in 1976:

- MDR-1. Located midway between the breakwater and the southern jetty at the mouth of Ballona Creek Flood Control Channel. The area is subjected to discharges from the creek, to severe impacts from storm water flow and deposition or erosion from storm wave action.
Depth irregular, 2-6 meters.
- MDR-2. Located at the entrance to the marina, midway between the two marina jetties. The area is protected from most storm waves and swells. Influenced by tidal action, winds, and weak longshore currents. Sediment and debris is carried tidally into the marina from the creek, and sand from the northern beach blows into the channel, covering jetty rocks, creating sandbars which reduce navigable areas. The areas nearby were dredged in February 1987, a "knockdown" was attempted in October 1992; dredging also was done in October-November 1994.
Depth, 4-6 meters.
- MDR-3. Located on the northwest side of the entrance channel, in front of the tide gate to Ballona Lagoon and the Venice Canal system. Protected from all but severe storm waves, but subjected to sediment and contaminated drainage from the lagoon. In the 1970's, mussel mounds were present which have since disappeared, replaced by the fine sediment and sand.
- MDR-4. Located seaward of the Administration docks, where there is heavy vessel use; sometimes a depositional area, at the junction of the entrance channel with the main channel.
Depth, 3-6 meters.
- MDR-5. Located in the center of the main channel, opposite Burton Chace Park. Sediment accumulates there when flushed from the basins. Marks the end of the area originally dredged to greater depth in the outer marina.
Depth, 4-5 meters.
- MDR-6. Located at the innermost end of Basin B, protected from westerly winds by seawall, circulation reduced, pollution levels usually medium low to moderate.
Depth, 3-4 meters.

- MDR-7. Located at the end of Basin H near the work yard dock. Exposed to westerly winds.
Depth 2-3 meters.
- MDR-8. Located off the swimming beach (Mother's Beach) in Basin D near the first slips outside floats.
Depth, 3-4 meters.
- MDR-9. Located at the innermost end of Basin F, circulation low.
Depth, 2-3 meters.
- MDR-10. Located at the innermost end of Basin E; subjected to flow from Oxford Flood Control Basin and major street drainage. Deposition of highly contaminated sediments beneath docks, which broke up due to accretion. In 1995, docks removed and sediment taken with clamshell for land disposal, dragged to level, larger ships constructed.
Depth, 4 meters.
- MDR-11. Located at end of main channel, subjected to storm drain flow and influx from Station 10. Impacted by reduced circulation, pollution increase, when slips were built for large boats.
Depth, 2-3 meters.
- MDR-12. Located in Ballona Creek at the Pacific Avenue footbridge. Subject to tidal flushing, freshwater discharge year round, and heavy rainfall runoff from storm drains. Also subjected to illegal dumping of trash upstream, and formerly to sewage overflows.
Depth, 1-4 meters.
- MDR-13. Located inside tidegate in Oxford Basin, subjected to reduced tidal flushing, stormwater runoff, street drainage. Surface only sampled, inaccessible at times through locked gate.
- Stations 18-20 added in 1988-1989 for water quality, bacteriology.
- MDR-18. Located twenty meters off wheelchair ramp, in Basin D at perimeter of swimming rope.
Depth, 1-2 meters.
- MDR-19. Located at end of wheel chair ramp; accessible only from shore on foot.
- MDR-20. Located at innermost end of Basin E where Oxford Basin flows through tidegate into marina. Flow obstructed by large vessels there.
Depth, 2-3 meters.

- MDR-22. Located at inner Oxford Basin at bend where Washington Blvd. culvert empties into basin. Accessible only on foot, at very low tides only a mudflat.
- MDR-25. Located between the Administration docks and the public fishing docks. The area is subjected to intensive vessel use by Life Guards, Sheriff's patrol and Coast Guard. Popular bird roost as well. Fishing docks attract birds to fishermen's catch, offal; dogs on docks. Storm surge heavily damaged administration docks in 1983; there were rebuilt in 1985.
Depth, 3-6 meters.



33°
30'
30'
40'
30'
58'
10'

MARINA DEL REY
Scale 1:10,000
**SOUNDINGS IN FATHOMS
(FATHOMS AND FEET TO ELEVEN FATHOMS)
AT MEAN LOWER LOW WATER
PLANE COORDINATE GRID**

California State Grid Zone VII is indicated
by dashed ticks at 1,000 foot intervals.
The last three digits are omitted.

NOTE C
Speed limits are posted on uncharted
White-and-Orange can buoys in the
improved channel.

ENTRANCE CHANNEL 15 1/2 FEET MAY 1986
(see note C)

10 1/2 FEET 1976
14 1/2 FEET 1976
(see note C)
(see note D)

MARINER

Monthly Water Quality Monitoring

1. A pattern of stations for the performance of environmental sampling has been established based on previous surveys. The station locations are:
 - Two stations near and at the mouth of Ballona Creek Flood Control Channel
 - Fourteen stations within the marina
 - Two stations in the Oxford Street Flood control (Retention) Basin.

The sites were selected based on criteria such as the location of major drainage and concomitant introduction of contaminants, and potential impacts from localized activities such as vessel maintenance, health risk exposure at public facilities, or biotic resource protection and enhancement. Reference to previous monitoring studies should be made in selecting monitoring stations.

2. Temperature, salinity (converted from conductivity), dissolved oxygen, and pH shall be determined by remote electronic probe (Martek or similar) at one-meter intervals in the water column.
3. Percent light transmittance shall be determined at one-meter intervals using a remote device with a shelf contained light path and recorded as percent transmittance (%T).
4. Secchi disk measurement of water transparency shall be conducted at each station.
5. Water color shall be measured visually using the Forel-Ule scale.
6. Water samples shall be taken with a self-closing PVC Naumann sampler at two-meter intervals. Sub-samples shall be placed in special bottles, refrigerated in the field and returned to the laboratory for determination of five-day Biochemical Oxygen Demand (BOD5). A technique modified for use in seawater shall be used, wherein samples are diluted, incubated at 20 C, and dissolved in oxygen is determined with an Orion probe following incubation for five days. Diluent water must be specifically obtained and aged.
7. Sub-samples shall also be taken for determination of ammonia-nitrogen. Samples must be treated in the field immediately with concentrated hydrochloric acid, refrigerated and returned to the laboratory for determination with an Orion ammonia electrode.
8. Sub-samples of surface waters shall be taken for determination of total coliform bacteria (MPN), fecal coliform bacteria (MPN/100 ml) and enterococcus (fecal streptococcus, Colonies/100 ml). Samples must be refrigerated in the field and returned for determination by a certified public health laboratory.
9. All water quality data shall be tabulated, entered in a computer program and means, extremes and standard deviations calculated. Data shall be selected for plotting such diagrams as are necessary to evaluate the status of the Marina according to ranges and distribution patterns. The impacts of natural and man-made events shall be examined and public health implications evaluated.

Semiannual Fish Surveys

The following fish surveys shall be conducted in May and October (unless prevented by activities such as dredging).

1. Diver surveys along the inside of the breakwater and along the two jetties, identifying fish to species, indicating whether they are juveniles, sub-adults or adults, and counting the number seen of each;
2. Gill net surveys at three sites: inside the breakwater, in the Main Channel off Burton Chace Park, and between the swim beach line and the dock, using a 100 ft. (32.8 m) multimesh net, deployed for 45 minutes, with species being identified and counted;
3. Trawl surveys using a semi-balloon otter trawl, towed for three minutes at three locations, with fish being identified to species and counted;
4. A beach seine shall be performed in Basin D, deploying a 100 ft. (32.8 m) seine, at 2.5m depth, about 30m from shore beside the swim beach and fishing the seine to shore;
5. Ichthyoplankton surveys (fish eggs and larvae) shall be conducted by deploying a 333 micron mesh plankton net, at 1.0m depth, for two minutes, and at the bottom for three minutes, using a diver assisted benthic sled to keep the net at the proper depth, regardless of bottom irregularities. Ichthyoplankton shall be identified to larval group, generic level or species, as is practicable, and counted. Counts are standardized to numbers per 100 cubic meters. (Note: many eggs are not yet identifiable to species.)
6. Data shall be tabulated and analyzed for trends, comparing them to prior records for the Marina. Comparison of fish species, numbers and distribution shall be made with data on water quality and sediment contaminants to identify trends or impacts if possible.

Annual Sediment Chemistry Surveys

1. Sediment Chemistry shall be sampled in late October of each year.
2. Sub-samples shall be taken by grab sampler at two stations in Ballona Creek, and 11 stations in the Marina. Two stations in Oxford Basin shall be sampled with plastic containers from water's edge. During the annual benthic biota survey in October, sub-samples are taken from the same grab sample used for the Biota. Samples shall be frozen in the field with dry ice and transported to a certified laboratory for analysis of the following:

Non-Metallic Contaminants and Metals	Pesticides and Chlorinated Hydrocarbons
Volatile solids Immediate Oxygen Demand Chemical Oxygen Demand Total Organic Carbon Oil and Grease Phosphate (PO4) Organic Nitrogen Sulfide Arsenic Cadmium Chromium Copper Iron Lead Manganese Mercury Nickel Tributyltin Zinc	Aldrin Chlordane Dieldrin Heptaclor Heptaclor epoxide Toxaphene o,p'DDT o,p'DDE o,p'DDD p,p'DDT p,p'DDE p,p'DDD Aroclors 1016, 1221, 1232, 1242, 1248, 1254, 1260

3. Samples must be analyzed for grain size.
4. Standard methods and EPA specified methods must be used by a State and/or EPA certified laboratory.
5. Parameters that are currently determined in stormwater flow by dischargers such as the Los Angeles County Department of Public works, but had not previously been determined in Marina del Rey sediment monitoring, were added in 1994, as follows:

Calcium	Silver	Boron
Potassium	Fluoride	Total Nitrogen (NO ₂ + NO ₃)
Sodium	Nitrate	Specific conductance
Chloride	Sulfate	Total Dissolved Solids
Barium	Alkalinity	Total Suspended Solids*
Selenium	Total Hardness	Volatile Suspended Solids

*Suspended solids cannot be done for bulk sediments.

6. Benthic biota shall be surveyed in October each year to obtain information, for the most part, on impacts of the dry season flow. (Note: A spring survey in May may be requested to obtain information on wet season impacts, subject to availability of additional funding.)
 - a. A Campbell grab (modified Van Veen) which samples a 0.1 square meter of surface shall be deployed at two stations near and at the mouth of Ballona Creek, when accessible, and at 11 stations within the Marina. Samples shall be washed through 1.0 and 0.5 mm mesh copper screens with running seawater and animals collected from the screens shall be placed in 10 percent formalin in seawater. Samples shall be transferred to 70 percent alcohol in the laboratory, identified to species or lowest possible taxa and counted. Counts must be standardized to number per square meter.
 - b. Data shall be tabulated, with means calculated and species diversity indices determined. Results shall be compared with previous records and with sediment contamination data to interpret results.

PERFORMANCE REQUIREMENT SUMMARY CHART

Key to Performance Requirement Summary Chart:

Column 1: Contract section reference;
 Column 2: Contract service for which performance standard is provided;
 Column 3: Description of the performance required to satisfy the Contract;
 Column 4: How the Contractor's performance may be monitored by the CA;
 Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
 Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.1.3	Office	Contractor maintains office with listed phone	Observation	Any failure to maintain office or telephone service	\$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call within one hour or a non-urgent call by the next County business day	\$50
2.2.1	Provides Representative, Supervisor	Contractor's Representative or substitute available during County work hours (7:00 am - 6:00 pm); Substitute Representative always available when Contract Manager is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	\$100
2.2.2	Professional Staff	Contractor fails to assign staff accordingly	Observation	Adequate staffing unavailable during shift/or found performing work out of class	\$100
2.3	Monthly Water Quality Monitoring	Refer to Exhibit 4	Observation, reports, and random sampling	Reports not completed as indicated on Exhibit 4	\$100
2.3	Semiannual fish surveys	Refer to Exhibit 5	Observation, reports, and random sampling	Fish surveys not completed as indicated on Exhibit 5	\$100

PERFORMANCE REQUIREMENT SUMMARY CHART

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
2.3	Annual sediment chemistry surveys	Refer to Exhibit 6	Observation, reports, and random sampling	Reports not completed as indicated on Exhibit 6	\$100
2.3	Annual report	Report to be submitted within 120 days of completion of field and laboratory analyses, unless the time period is extended by mutual agreement of the Parties.	Observation, reports, and random sampling	Report not submitted as specified in the Contract.	\$100
2.3.?	Contractor to maintain licenses and permits	Contractor maintains licensing by state and	Review of licenses	Any lapse in licenses	\$500
2.4.3	Quality Control Plan	Contractor follows provisions of Contractor's Quality Control Plan (Form P-3)	Complaints; review of records	Any departure from quality control plan requirements	\$100
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	\$100

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE.

The importance of small business to the County

*in fueling local economic growth
providing new jobs
creating new local tax revenues
offering new entrepreneurial opportunity to those historically under-represented in
business*

The County can play a positive role in helping small business grow

*as a multi-billion dollar purchaser of goods and services
as a broker of intergovernmental cooperation among numerous local jurisdictions
by greater outreach in providing information and training
by simplifying the bid/proposal process
by maintaining selection criteria which are fair to all
by streamlining the payment process*

WE THEREFORE SHALL:

1. *Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.*
2. *Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments, to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.*
3. *Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business, and b) to further opportunities for all businesses to compete regardless of size.*
4. *Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.*

CONTRACT DISCREPANCY REPORT

Location: _____

1. USER COMPLAINT (to be completed by County personnel)

Today's Date: _____ Contractor: _____

Employee Name: _____

Date of Unacceptable Performance: _____

Time of Discrepancy: _____

Description of Unacceptable Performance: _____

Signed: _____
County Contract Administrator/Monitor

Date: _____

2. CONTRACTOR RESPONSE (to be completed by Contractor's Representative)

Date received from County: _____

Explanation for Unacceptable Performance: _____

*

Signed: _____ Date: _____

Contractor's Representative

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

PUB 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**

Los Angeles County

**Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

**REQUEST FOR PROPOSALS - MARINE ENVIRONMENT MONITORING AND ANALYSIS SERVICES
OFFER TO PERFORM and PRICE PROPOSAL**

OFFER TO PERFORM

Proposer: **Name** _____
 Address _____

 Phone _____ **Fax** _____

To: Director, Department of Beaches and Harbors

The Proposer responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors offers to perform, analyze and report on sampling and testing of the water, fish and other animal life and sediment within the Marina del Rey Small Craft Harbor at the indicated locations to be performed from the date of Board approval to June 30, 2010. In addition, at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

Compensation for the Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): Individual Corporation Partnership or Joint Venture
 Limited Liability Corporation Other: _____

State of organization: _____ Principal place of business: _____

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name _____ Title _____ Phone _____ Name _____ Title _____ Phone _____

Date: _____ Proposer's signature: _____

Name _____ Title _____ Phone _____

PRICE PROPOSAL

Fill in all of the unshaded boxes.

- The price proposal will be used for rating and billing (invoice) purposes. Because the County may require increases or decreases in Marine Environment Monitoring services during the term of the Contract, the actual annual compensation may vary from the price quotation. Any additional hours of operation will be compensated at the quoted hourly rates. Any decreases in the hours of operation will result in a corresponding decrease in compensation based on the quoted hourly rates.
- The first three columns should reflect the title, hourly rate and total number of hours to complete the task as required/detailed by the Contract/Statement of Work.
 - No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's overhead costs.
- The last row ("TOTAL Annual Cost to the County Per Contract year") will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services as required by the Contract for Marine Environment Monitoring and Analysis as detailed in the Statement of Work and the corresponding Exhibits.

PRICE PROPOSAL			
The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, risk items or any other expenses to provide this service should be reflected in the quoted hourly rates for the positions identified below.			
Job Title/Position	Hourly Rate	Total Proposed Hours - Annual	Total Annual Cost per Position
Task 1: Monthly Water Quality Monitoring:			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Task 2: Semiannual Fish Surveys:			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Task 3: Annual Sediment Chemistry Surveys:			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Task 4: Annual Report:			
	\$		\$
	\$		\$
TOTAL (ANNUAL COST TO COUNTY) PER CONTRACT YEAR			\$

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about key employees and subconsultants. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** _____

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
<hr/>		
<hr/>		
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5. STATEMENT OF APPROACH TO THE SCOPE OF WORK.

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to the various kinds of marine environment monitoring assignments and County requirements;
- b. Proposer's ability and resources to provide the kinds of marine environment monitoring services described in Attachment A, Part Two, Statement of Work;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment A, Part Two, Statement of Work;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment A, Part Two, Statement of Work;
- e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, California Coastal Commission, and other bodies;
- f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work; and
- h. Resumes of the firm's principal(s), proposed Contractor's Representative (as that position is defined in Attachment A, Part Two, Statement of Work,) and other key individuals on Proposer's staff (as listed on Form P-1), stating their professional training and specific related experience in the last five years.

8. ADDITIONAL INFORMATION (Attach pages if necessary):

QUALITY CONTROL PLAN

- a. Who will review the reports/analysis/documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Pages 5-6 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided marine environment monitoring services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* **FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

Add additional pages if necessary to list all experience with Government Agencies.

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services

2. How many full-time workers does your firm employ?

3. Attach an organizational chart or describe the organization of your firm:

5. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

7. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

has not found the Proposer responsible for any labor, wage, or payroll violations

has found the proposer responsible for the following violation(s):

8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer _____, the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Title

Name

Signature

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

 Signature

 Date

 Name and Title of Signer (please print)