



Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 06, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

39 May 6, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF CONTRACT FOR MARINA DEL REY WATERBUS SERVICE (SUPERVISORIAL DISTRICT 4) (3 VOTES)

SUBJECT

This action is to award a contract providing WaterBus service during the summer months for residents and visitors of Marina del Rey.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Marina del Rey WaterBus service is categorically exempt under the California Environmental Quality Act pursuant to classes 4 (f) and (j) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve award of and instruct the Chairman to sign a three-year contract, effective upon Board approval, with two one-year extension options, with Hornblower Yachts, Inc. for Marina del Rey WaterBus service beginning June 19, 2014, at an annual County cost not to exceed \$423,308, totaling a maximum amount of \$2,116,540 for a total term of five years.
3. Authorize the Director of the Department of Beaches and Harbors to exercise the two contract extension options, if, in his opinion, Hornblower Yachts, Inc. has successfully performed the services during the previous contract period and the services are still required.
4. Authorize the Director of the Department of Beaches and Harbors to increase the contract amount for this contract by up to 10% in any year of the contract or any option year, for any additional or unforeseen services within the scope of this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with Hornblower Yachts, Inc. (Hornblower Yachts) will enable the Department of Beaches and Harbors (Department) to continue to provide WaterBus service in Marina del Rey (Marina) during the summer months for residents and visitors between eight designated boarding locations in the Marina. By providing direct access to the water, as well as itself being a water activity, the program continues to attract visitors and encourage leisurely weekend use of the Marina as a tourist destination, thereby increasing patronage of retail restaurants and other establishments, resulting in additional revenue to the County. In addition, the WaterBus service provides an alternative form of transportation for residents in the Marina, including providing bicyclists with access to the Marvin Braude Bike Trail (coastal bike path) and alleviating traffic in the Marina during the popular Burton Chace Park summer concert series.

Implementation of Strategic Plan Goals

The WaterBus service provided by the contractor will promote and further the Board-approved Strategic Plan Goal of Operational Effectiveness (Goal 1), by enabling the Department to facilitate enhanced use of Marina facilities, while providing recreational and transportation alternatives for residents and visitors.

FISCAL IMPACT/FINANCING

The total compensation for the Marina del Rey WaterBus service shall not exceed \$423,308 in any contract year or \$2,116,540 during the five-year term. The contract amount covers service at eight boarding locations. To compensate the contractor should the service area/hours covered by the contract be expanded after the start date of the contract, the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$42,331) in any contract year or optional extension period. Should the service area/hours increase or decrease, compensation will be based on the quoted hourly rates. The contract does not include a cost-of-living adjustment.

Operating Budget Impact

There is sufficient appropriation in the Department's Fiscal Year (FY) 2013-14 Adjusted Budget to fund the cost of these services. The budgeted amount in the Department's FY 2014-15 Recommended Budget to fund the cost of these services is \$424,000. Any additional or unforeseen services within the scope of this contract will be funded from the Department's Operating Budget within budgetary resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract term with Hornblower Yachts is three years, with two one-year extension options that may be exercised at the discretion of the Department's Director. The contract will commence on the date of approval by your Board. The WaterBus service will begin operating on June 19, 2014.

Since inception in 2002, the WaterBus service has steadily increased in popularity, serving more

than 40,000 passengers in each of the last three years of the program. To accommodate the increase in ridership, the service will expand from seven boarding locations to eight and include full-day Thursday and Friday service. The eight boarding locations include Fisherman's Village, Burton Chace Park, Marina City Club, Marina "Mother's" Beach, Dolphin Marina, the Esprit I Dock, Harbor at Marina Bay, and Del Rey Landing. The WaterBus service will be provided on Thursdays through Saturdays, 11:00 a.m. to midnight; Sundays, 11:00 a.m. to 9:00 p.m.; Fourth of July, 11:00 a.m. to midnight; and Labor Day, 11:00 a.m. to 9:00 p.m.

To accommodate for the increase in service, the annual contract amount has increased by \$153,375 over the previous contract approved by your Board on May 12, 2009. The contractor will bill for WaterBus service at fixed hourly rates up to a maximum annual amount of \$423,308.

The contractor is to charge and retain a \$1 fee per passenger, per trip and a \$30 fee for sale of season passes. The contractor will provide and be compensated for one operator per vessel and one docking assistant at each of the eight boarding locations. The Del Rey Landing boarding location will require an additional part-time docking assistant, for which the contractor will also be compensated.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements. The contract has been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract.

This is not a Proposition A contract, as the services are of an extraordinary professional or technical nature and will be utilized on an intermittent basis; therefore, the Living Wage Program (County Code Chapter 2.2002) does not apply.

ENVIRONMENTAL DOCUMENTATION

Because the WaterBus service will at most involve only minor alterations to existing mooring facilities, this project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to classes 4 (f) and (j) of the County's Environmental Document Reporting Procedures and Guidelines.

CONTRACTING PROCESS

On December 3, 2013, the Department issued a Request for Proposals (RFP) seeking a qualified vendor to provide the WaterBus service in Marina del Rey. The RFP was advertised in the Eastside Sun, Compton Bulletin, Daily News, Daily Breeze and the San Gabriel Valley Tribune. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as on the Department's Internet site. The full RFP document was available for download from both sites. Electronic notices of the RFP were sent to 73 registered County vendors.

Two proposers attended the mandatory proposer's conference held on December 16, 2013. One proposal was submitted and reviewed to ensure it met the minimum requirements. An evaluation committee comprised of three Department staff members evaluated the proposal based on: (1) Price, 30%; (2) Background, Experience and Approach to Contract Requirements, 30%; (3) Business

and Organizational Resources, 20%; (4) Quality Control Plan, 10%; and References, 10%. Hornblower Yachts' scores either met or exceeded the requirements in all portions of the evaluation.

Hornblower Yachts has been the contractor for these services for the last five years and has over 20 years of experience providing water passenger transportation services.

On final analysis and consideration of this contract award, Hornblower Yachts was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This is a continuation of a program provided by the Department to the residents and visitors of Marina del Rey.

CONCLUSION

Authorize the Executive Officer of the Board to send two adopted copies of this letter and two executed contracts to the Department of Beaches and Harbors, Administrative Services Division, 13483 Fiji Way, Trailer #3, Marina del Rey, CA 90292. Should you have any questions, please contact Nicolette Taylor at (310) 577-5736 or NTaylor@bh.lacounty.gov.

Respectfully submitted,



GARY JONES

Director

GJ:NAT:nat

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HORNBLLOWER YACHTS, INC.

FOR

MARINA DEL REY WATERBUS SERVICE

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
MARINA DEL REY WATERBUS SERVICE**

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CONTRACT
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MARINA DEL REY WATERBUS SERVICE**

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Appendix A: Sample Contract

Appendix B: Statement of Work

Appendix C: Required Forms (Forms P1 - P20)

Appendix D: Transmittal Form to Request a Solicitation Requirements Review

Appendix E: County’s Administration

EXHIBITS

Exhibit 1: Vessel Performance Standards

Exhibit 2: WaterBus Stops

Exhibit 3: Right of Entry Permit

Exhibit 4: County of Los Angeles Policy on Doing Business with Small Business

Exhibit 5: Listing of Contractors Debarred in Los Angeles County

Exhibit 6: Jury Service Ordinance

Exhibit 7: IRS Notice 1015

Exhibit 8: Safely Surrendered Baby Law

Exhibit 9: Determination of Contractor Non-Responsibility and Contractor Debarment

Exhibit 10: Defaulted Property Tax Reduction Program Ordinance 2.206

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HORNBLLOWER YACHTS, INC.
FOR
WATERBUS SERVICE**

This Contract and Exhibits made and entered into this 6th day of May, 2014 by and between the County of Los Angeles, hereinafter referred to as County and Hornblower Yachts, Inc., hereinafter referred to as Contractor, to provide the Marina del Rey WaterBus Service.

RECITALS

WHEREAS, the County may contract with private businesses for WaterBus Service when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing WaterBus Services; and

WHEREAS, this Contract is therefore authorized pursuant to California Government Section 31000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

78154

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the WaterBus Service 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 are true and correct. Appendices A, B, C, D & E and Exhibits 1 through 10 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, referenced appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendix C (Forms P1- P20) and then to the Exhibits.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board, Board of Supervisors** – The Board of Supervisors of Los Angeles County.
- 2.2 **Chief Deputy** – The Chief Deputy of the Department.
- 2.3 **Contract** – An agreement for performance of the work between the selected Proposer(s) and the County, approved by the Board of Supervisors.
- 2.4 **Contract Administrator (CA)** – The Chief of the Community and Marketing Division of the Department or authorized designee.
- 2.5 **Contract Year** – The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

- 2.6 **Contractor(s)** – The Proposer(s) whose Proposal(s) is accepted by the Board of Supervisors for performance of the Contract work.
- 2.7 **Contractor’s Representative** – The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.8 **County** – The County of Los Angeles.
- 2.9 **County Counsel** – The Los Angeles County Office of the County Counsel.
- 2.10 **Department** – The Los Angeles County Department of Beaches and Harbors.
- 2.11 **Director** – The Director of the Department.
- 2.12 **Evaluation Committee** – The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as a Contractor(s) pursuant to the RFP.
- 2.13 **Offer to Perform** – Form P-1 of the RFP.
- 2.14 **Performance Standard** – The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.15 **Proposer** – Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.16 **Request for Proposals (RFP)** – All parts of this document, including its attachments, exhibits and forms.
- 2.17 **Statement of Work** – Explains in detail the Work to be performed by the contract.
- 2.18 **Subcontractor** – A person, partnership, company, corporation, or other organization furnishing supplies of services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Contractor shall perform the work set forth in Appendix B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services

and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

- 3.2** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Recitals. In the case of a misrepresentation of facts set forth in Section 8.44, Termination for Improper Consideration, 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.

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be three years, commencing on June 1, 2014 or after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year Extension Options

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option. The County maintains a database that tracks/monitors performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Contractor To Notify County When it is Within Six Months From Expiration of Term

The Contractor shall notify the Department when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

4.4 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.

5.0 CONTRACT SUM

5.1 Compensation

The net amount the County shall expend from its own funds during the Contract term for WaterBus service shall not exceed \$424,000 per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.2 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the \$424,000 sum referenced in Section 5.1 by up to 10 percent during the Contract term to accommodate an increase in staffing, additional boarding locations and/or working hours in accordance with Section 5.4, subject to the availability of funds in the Department's budget.

5.3 Decrease of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice, decrease the Contract sum to accommodate a decrease in staffing and/or working hours in accordance with Section 5.4. The decreased Contract sum will be calculated based on the hourly rates on Form P-1.

5.4 Change of Staff and Working Hours

On reasonable written notice, the Director may require the Contractor to either increase or decrease the assigned number of staff and/or working hours. Notice of seven (7) days shall always be deemed reasonable.

5.5 No Increase in Annual or Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

5.6 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

5.7 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service

provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.8 Invoices and Payment

5.8.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix B - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1 - Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.8.2 The Contractor shall submit an invoice to the Department on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, vessel names used, the dates, hours, and number of operators used to perform the service. All invoices under this Contract shall be submitted to the following address:

Los Angeles County
Department of Beaches and Harbors
Financial Services Section
13575 Mindanao Way
Marina del Rey, CA 90292

The County may withhold from payment any amount assessed by the CA which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 8.43, Termination for Default.

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.

5.9 Local Small Business Enterprise – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of County Administration referenced in the following sub-paragraph is designated in Appendix E - County's Administration. The County shall notify the Contractor in writing of any change in the name of the address shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor’s Contract Representative

The Contractor’s Contract Representative is designated in Form P-16 - Contractor’s Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Contract Representative. The Contractor’s Contract Representative shall be responsible for the Contractor’s day-to-day activities as related to this Contract and shall coordinate with County’s Contract Representative on a regular basis.

7.2 Approval of Contractor’s Staff

County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Contract Administrator.

7.3 Background and Security Investigations

7.3.1 Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County’s sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor’s staff passes or fails the background investigation.

7.3.2 If a member of Contractor’s staff does not pass the background investigation, County may request that the member of Contractor’s staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will

not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.3.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.3.4 Disqualification of any member of Contractor's staff pursuant to this paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

7.4.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County

with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.4.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of

time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same

remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigation and responding to complaints.

8.5.1 Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-8 - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 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, a copy of which is attached as Exhibit 6 and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the 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), the 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 Employee's regular pay the fees received for jury service.
2. For the purpose of this sub-paragraph, "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 the 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the 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 the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1** No County employee whose position with the County enables such employee to influence the award the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s

approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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 re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview

qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 COUNTY RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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.

8.12.2 Chapter 2.202 of the County Code

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 or proposing on, or being awarded, and/or performing work 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.

8.12.3 Non-responsible Contractor

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 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 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.

8.12.4 Contractor Hearing Board

1. 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.
2. 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. 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 Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) 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

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) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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.
6. 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.

8.12.5 Subcontractors of Contractors

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

8.14.2 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, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor 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 action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDING OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and

regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither Party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and 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 the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) 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 and/or relating to this Contract, except for

such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without Limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit-
13837 Fiji Way
Marina del Rey, CA 90292**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial ratings

Coverage shall be placed with insurers acceptable to the County of Los Angeles with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$5 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Protection and Indemnity Liability (P&I)

Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$25 million or as approved by County.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of the Department, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of the Department, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of the Department, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of the Department, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of the Department, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of the Department, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of the Department, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements

Summary (PRS) Chart, as defined in Appendix B, Statement of Work, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Form P-8 - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director of the Department or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit 7.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall 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 8 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Appendix E - County's Administration and P-16 - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the

Department (or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall

the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND 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 this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The Director of the Department is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit
13837 Fiji Way
Marina del Rey, CA 90292**

Before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of Department's Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 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 the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this 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.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee 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 (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. 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's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the

Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor’s work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor’s right, title and interest in

and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.1.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.1.6 All the rights and obligations of this sub-paragraph 9.1 shall survive the expiration or termination of this Contract.

9.2 EMPLOYMENT CONFLICTS

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. Contractor certifies that it has disclosed to the County any potential or actual conflicts of the type described in this section 9.2 which existed as of the date hereof. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

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.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board 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.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

HORNBLOWER YACHTS, INC.

By [Signature]
Name

VICE PRESIDENT / GENERAL MANAGER
Title



COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

ATTEST:

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

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS

39 MAY 06 2014

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By [Signature]
Principal Deputy County Counsel

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

78154

STATEMENT OF WORK

MARINA DEL REY WATERBUS SERVICE

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
MARINA DEL REY WATERBUS SERVICE**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS FOR
WATERBUS SERVICE**

STATEMENT OF WORK

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

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

1.3 Materials, Labor and Expenses

The Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, uniforms, licenses, registration, data systems, transportation, meals, lodging, services, facilities and expenses required to perform the Contract work.

1.4 Equipment

Vessels should meet performance standards listed in Exhibit 1. Such standards are subject to but not limited to the following general requirements: 1) capacity of 22 passengers; 2) be able to accommodate bicycles and strollers; and 3) be American with Disabilities Act (ADA) accessible.

1.5 Contractor's Base of Operations

The Contractor shall maintain a base of operations in Marina del Rey with a listed telephone number where its officers or owners may be contacted personally, by telephone, email and by mail.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the County's needs.
- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duties as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator (CA) that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such charges.
- 2.4** In the event of such addition/deletion of facilities or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 5.0 of Appendix A, Sample Contract.
- 2.5** All changes must be made in accordance with Appendix A, Sample Contract, sub-paragraph 8.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 3.1** The Contractor shall observe, at a minimum, the standards set forth in this Section 3.0, 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.
- 3.2** The Contractor shall comply with the Contractor's Quality Control Plan as set forth in Form P-7, 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.

4.0 QUALITY ASSURANCE PLAN

The Department will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

4.2 The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.3 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the performance requirements summary in this Statement of Work, or proceed with Contract termination as provided in Section 8.43, Termination for Default.

4.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these

personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

5.1.1 The Community and Marketing 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.

5.1.2 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.

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

5.1.4 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.

CONTRACTOR

5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as the Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County Contract Administrator or the County's attorney 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.

5.2.2 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.3 Personnel

5.3.1 Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

5.3.2 Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft, or felony convictions.

5.3.3 Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation of WaterBus service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.

5.3.4 All personnel assigned by the Contractor to perform "Contract" work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract.

5.3.5 Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the County, in accordance with Section 7.4 of Appendix A, Sample Contract.

5.3.6 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.3.7 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 5.4.

5.4 Communication with Department

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of

the Contract. 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. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call.

6.0 SCOPE OF WORK AND OBJECTIVES

6.1 Vessels

The Contractor shall be required to operate five vessels for the WaterBus service.

The County requires that during scheduled hours of operation, all vessels display identical signage that will be provided by the Department in order to build awareness of the WaterBus service. Contractor shall be responsible for all vessel maintenance, storage and upkeep.

It is preferred the Contractor operate and maintain clean fuel vessels for regular WaterBus service.

6.2 Boarding Location/Staffing

The County requires one employee at each boarding location to handle ticketing and assist in boarding and unloading passengers. The Del Rey Landing dock requires two employees to assist in boarding and unloading passengers in accordance with Form P-1. One of the docking assistants for the Del Rey Landing dock is required for evening hours only.

6.3 Staff Attire

Contractor is responsible for ensuring that all dock attendants are attired in khaki colored slacks or shorts, white polo shirts with the WaterBus logo. The graphic design will be provided to the Board approved contractor. The Contractor will then be responsible for placing the logo on the polo shirts.

6.4 Schedule

Contractor shall maintain a regular weekly schedule during the summer months, Thursdays through Saturdays, and the Fourth of July, 11:00 a.m. to midnight; and Sundays and Labor Day, 11:00 a.m. to 9:00 p.m. An additional 30 minutes has been added to the "Hours per Day" on Form P-1

to accommodate the Contractor's "set-up/shut-down" time. The hours of operation will remain the same for the option extension years, with variations to accommodate holiday dates. Upon Contract renewal, at the discretion of the Director, an updated schedule will be provided by the Department. All hours are subject to change.

The Contractor shall provide WaterBus service within the established WaterBus schedule.

6.5 Licenses

6.5.1 A Los Angeles County Business License is required for WaterBus/ferry operation in Marina del Rey.

6.5.2 Vessel Operator(s) shall be certified, inspected and licensed by the U.S. Coast Guard.

6.6 Rules and Procedures

The Contractor shall post facility rules and procedures, subject to Departmental approval, to ensure that the WaterBus operation, i.e., boarding, waiting and disembarking are conducted in a safe and efficient manner.

The Contractor shall operate the WaterBus service according to the posted rules and procedures.

6.7 Permits

Contractor must obtain a Right of Entry Permit to County Parcels for the following premises: Fisherman's Village (Parcel 56), Burton Chace Park, Marina City Club, Marina "Mother's" Beach, Dolphin Marina, Esprit I, Harbor at Marina Bay and Del Rey Landing

If a Coastal Development Permit is required, the Department will assist the Contractor in obtaining one from the California Coastal Commission. In the event no Coastal Development permit can be obtained, the County may terminate this Contract in accordance with Section 8.42, Termination for Convenience.

6.8 Fare/Season Pass

The Contractor shall charge a fare of \$1 per passenger. In addition, the Contractor shall offer and sell a season pass of \$30.00 for the entire summer. The season passes will be nontransferable and identification will

be necessary for their use. The Contractor shall retain all monies collected for both the fare and season passes.

The Contractor shall keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Section 7.0, Logs and Reports and forward those records to the County on a weekly basis.

6.9 Publicity

The Department will collaborate with the Contractor on development and implementation of an aggressive campaign to advertise and promote the WaterBus service. Media and community outreach will include social media, press releases, websites, brochures and Los Angeles County TV Channel shoots. The Contractor will implement and cooperate with all marketing programs.

7.0 LOGS AND REPORTS

7.1 During the Contract Term, the Contractor shall report in writing to the Contract Administrator every Monday a daily passenger count per hour, per location and the total amounts collected per day.

7.2 During the Contract Term, the Contractor shall report in writing to the Contract Administrator every Monday the wait times between passenger departures and pick-ups, documenting the time each vessel departs each stop and the arrival time of the next vessel.

7.3 The Contractor shall provide, by the 15th of every month, covering the prior calendar month, a monthly fuel consumption report and a list of any problems and their resolution during the prior month's services.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.2 Contractor shall notify the CA of Contractor's new green initiatives prior to the contract commencement.

8.3 Proposer shall complete Form P-19 to document its "green" practices.

9.0 PERFORMANCE EVALUATION

The County or its agent will evaluate Contractor's performance under this Contract on not less than a monthly basis. Such evaluation will include assessing Contractor's compliance with all Contracts 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.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

10.1 Contractor's compliance with the performance standards identified in the Performance Requirements Summary shall be evaluated monthly as provided in Section 9.0.

10.2 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: PARAGRAPH 5.8 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.25 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor shall maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-8, Contractor's EEO Certification.	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified.	Inspection of Files	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 1.4 – <i>GENERAL REQUIREMENTS</i>	Contractor shall ensure vessels meet performance standards as stated in Exhibit 1.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.5 – <i>GENERAL REQUIREMENTS</i>	Contractor shall maintain a base of operations in Marina del Rey with listed telephone number.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	County to evaluate Contractor's performance and document deficiencies on Contract Discrepancy Report.	Observation & Documentation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as Contractor's Representative.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's personnel shall have no serious misdemeanor, theft or felony conviction.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's personnel shall be at assigned worksite during hours of operation of WaterBus services.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.6 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall provide the Department with a current list of employees during contract term.	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.4 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall maintain an office staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.2 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall provide operator(s) for each vessel and an employee at each docking site.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.2 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall ensure all vessels display identical signage during hours of scheduled operation.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.3 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall ensure all dock attendants are attired in khaki colored slacks or shorts, with white polo shirts with WaterBus logo.	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 6.4 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall maintain a regular weekly schedule, making all scheduled stops on-time as specified in Contract.	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.5 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall maintain all required licenses as required in the Contract.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.6 – <i>SCOPE OF WORK & OBJECTIVES</i>	Operator shall post facility rules and procedures to ensure operation is conducted in a safe and efficient manner.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.6 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall operate according to posted rules and procedures.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.7 – <i>SCOPE OF WORK & OBJECTIVES</i>	Operator must obtain Right of Entry Permit to County parcels and, if necessary, a Coastal Development Permit from the California Coastal Commission.	Inspection & Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.8 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall collect fare and keep and deliver accurate records to County.	Inspection of Files	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.9 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall implement and cooperate with all marketing programs.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.1 – <i>LOGS AND REPORTS</i>	Contractor shall report in writing to the Contract Administrator every Monday a daily passenger county per hour, per location & the total amounts collected per day.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.2 – <i>LOGS AND REPORTS</i>	Contractor shall report in writing to the Contract Administrator every Monday a reporting of passenger wait times for each stop	Review of Records	\$100 per occurrence



Response to:

Request for Proposals for Marina del Rey WaterBus Service



HORNBLOWER®

Hornblower Yachts, LLC
13755 Fiji Way
Marina Del Rey, CA 90292

Proposers Authorized Representative:
Kevin Lorton, Vice President/ General Manager
(310) 301-6000, ext.6605
fax (310) 822-0881
klorton@hornblower.com



Executive Summary

Approach

Hornblower Yachts, LLC is proud to submit the following response to the Request for Proposals for Marina Del Rey WaterBus Service. As a 33+ year maritime business, Hornblower is the largest and most diverse company in the maritime hospitality business. Based on the principles of:

- a tireless commitment to guest & crew safety
- providing a high quality product
- a passion for innovation
- exceptional customer service



HORNBLOWER[®]

The company has seen incredible growth and success. To ensure that the highest quality experience is provided for all MDR WaterBus riders as well as LA County partners, Hornblower will rely on these same principles in executing the contract requirements.

A Tireless Commitment to Safety

At Hornblower, safety is a top priority and is never negotiable. As a part of its company-wide hospitality training program, Quality Quest or Q2, is the core understanding that safety is paramount and is everyone's responsibility. All crew undergo extensive safety training covering a wide range of topics on an ongoing basis. In addition to the ongoing training, all crew participate in regular marine safety drills such as man overboard or manning a fire station. Company-wide, Hornblower operates a SAFECRUISE team comprised of crew from all business units that meets to review and improve overall safety performance.



Providing A High Quality Product

Hornblower is an industry leader in all of its markets and has a reputation for providing a high quality experience for its guests. As a demonstration of this quality, Hornblower operates consistently with an overall quality score of over 95% based on feedback from its guests.



A Passion for Innovation

Hornblower has grown from a modest 2 boat operation in 1980 to the largest marine hospitality company in the nation due in large part to its passion for innovation.

Exceptional Customer Service

As clearly communicated in Hornblower's company-wide hospitality training program, Quality Quest (Q2), the goal of each Hornblower team member is to create an amazing

experience for each of its guests and all of its fellow crew members. This commitment is at the center of the Hornblower approach in serving all of the MDR WaterBus patrons and LA County partners.

Qualifications & Experience

Hornblower Yachts, LLC has 30 years experience in the marine hospitality business with locations around the United States. It is the largest and most diverse company in this industry in the country. From water taxi, ferry service and dining cruises our commitment to quality, safety and customer service is the same. The company has seen success and growth. It began with two vessels providing charter and dining cruises in Berkeley, CA and in 2012, the company generated in excess of \$140 million dollars through operations located in San Diego, Orange County, Los Angeles, San Francisco and New York City, to name a few. In these locations, Hornblower annually welcomes roughly 450,000-500,000 guests aboard its wide range of services.



Locally, Hornblower has been a stable tenant in the Marina del Rey harbor since 1988. There are four charter yachts berthed there which have hosted events to thousands of passengers. The Marina del Rey port, along with other Hornblower ports, has remained solvent and successful during times of local and national economic hardship.



In 2009, Hornblower was awarded the LA County contract to provide MDR WaterBus service. Hornblower successfully carried over 200,000 passengers over this 5-year period with a high mark of over 42,000 guests during the 2012 and 2013 MDR WaterBus seasons. Hornblower's service included five new vessels and a comprehensive approach centered on safety, quality and customer service.



In 2005, a subsidiary of Hornblower Yachts, LLC, Alcatraz Cruises, was awarded a 10-year contract by the National Park Service to provide ferry service to Alcatraz Island. Since that time, Hornblower has received high marks from its National Park Service partners & guests alike in the service it has provided. In 2008, the companies' success was once again recognized when the National Park Service award another Hornblower subsidiary, Statue Cruises, the contract to provide ferry transportation to the Statue of Liberty National Monument and Ellis Island. The company also operates Liberty Landing Ferry – a point to point ferry service in New York Harbor providing transportation across the Hudson River. Again, Hornblower has garnered high praise from guests and partners in its execution of providing ferry service. In 2013, another Hornblower subsidiary, Niagara Cruises, was awarded the contract with the Canadian Government to carry passengers to see world-famous Niagara Falls.



Hornblower has long been one of the leading operators of whale watching cruises and harbor sightseeing cruises in San Diego. The seasonal whale watching operation include two trips daily to view the migrating grey whales. Through a unique partnership with a local museum, Hornblower is able to offer the most complete whale watching experience available in San Diego.

In 1994 Hornblower Marine Services was created specifically to help government agencies explore, start and manage ferry transportation systems. This branch of the company has had operations in California, Washington, Florida, Delaware, Connecticut, Oklahoma, Mississippi, Louisiana, Hawaii, Trinidad and Tobago, Okinawa, and other US and foreign locations. The company is unparalleled in the world and is considered the leader in setting up ferry transportation systems for municipalities.



Staffing

As the past operator of the MDR WaterBus, Hornblower has a proven track record of providing a high quality of personnel to operate the MDR WaterBus. With a current base of operations in Marina Del Rey, Hornblower has a strong management team and crew base that is intimately familiar with the MDR WaterBus service. Locally, Hornblower's team provide expertise in marine operations, marketing, guest services, accounting, sales, food & beverage production and facilities management. As outlined in the Staffing Plan (Form P-5), the local Hornblower team is supported by a robust corporate staff with resources spanning marketing, human resources, marine operations, sales, accounting and development, among others. These resources collaborate with the local team to provide significant resources.

**REQUEST FOR PROPOSALS FOR MARINA WATERBUS SERVICE
OFFER TO PERFORM AND PRICE PROPOSAL**

Proposer: Name: Hornblower Yachts, LLC
Address: Pier 3, Hornblower Landing
San Francisco, CA 94111
Phone: (415) 983-8241 Fax: (866) 728-4998

To: Gary Jones, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide WaterBus service in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a (n): individual corporation partnership/joint venture limited liability company other:

State of organization: CA Principal place of business: San Francisco

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:

Kevin Lorton, Vice President/General Manager, (949) 478-7607

Name Title Phone Name Title Phone

Dated: _____ Proposer's signature: _____

Name Title Phone

Price Proposal

The Marina del Rey WaterBus Service, using vessels provided by the Contractor, will require five vessels with a minimum of one operator per vessel and one dockhand at each of the eight dock locations to assist in ticketing, collecting fares, boarding and unloading passengers. The Del Rey Landing dock location will require one additional dockhand for evening hours only beginning at 6:00 p.m. More than one operator may be required depending on the size of the proposed vessels. Please note the County will only pay for ONE operator per vessel. Proposers, please fill in the shaded areas. The proposed hours of service will be Thursdays through Saturdays, 11:00 a.m. to midnight; Fourth of July, 11:00 a.m. to midnight; and Sundays and Labor Day, 11:00 a.m. to 9:00 p.m. The WaterBus service will begin the third Friday in June and continue through Labor Day.

Annual Staffing and Hours

Day	Hours per Day**		Weeks	Staff		Total Hours	
Thursday	13.5	x	11	x	Operators	5	742.5
	13.5	x	11	x	Dockhands	8	1188
	6	x	11	x	Evening Dockhand	1	66
Friday	13.5	x	11	x	Operators	5	742.5
	13.5	x	11	x	Dockhands	8	1188
	6	x	11	x	Evening Dockhand	1	66
Saturday	13.5	x	11	x	Operators	5	742.5
	13.5	x	11	x	Dockhands	8	1188
	6	x	11	x	Evening Dockhand	1	66
Sunday	10.5	x	11	x	Operators	5	577.5
	10.5	x	11	x	Dockhands	8	924
	3	x	11	x	Evening Dockhand	1	33
4 th of July	13.5	x	1	x	Operators	5	67.5
	13.5	x	1	x	Dockhands	8	108
	6	x	1	x	Evening Dockhand	1	6
Labor Day	10.5	x	1	x	Operators	5	52.5
	10.5	x	1	x	Dockhands	8	84
	3	x	1	x	Evening Dockhand	1	3

Annual Proposed Rate

	Operating Hours	Proposed Hourly Rate	Annual Compensation*
Water Bus Operator:	2925	\$ 111.50	\$ 326,137.50
Dockhands:	4920	\$ 19.75	\$ 97,170.00
Total			\$ 423,307.50 *

Additional Services

Marina Harbor Tours
\$ 250.00 Hourly Rate

Maintenance/Storage of one DBH vessel
\$ 7,400.00 Annual Rate

The cost of providing all other contractual services and support staff, as well as overhead, risk items or any other expenses to provide this service should be reflected in the quoted hourly rates for the two positions (Operators & Dockhands).

* Only the annual compensation will be used for evaluation purposes. The hourly rate for Marina Harbor Tours and the annual rate for maintenance and storage of DBH vessels will be used in the event the Department chooses to utilize these services.

Because the County may require increases or decreases in WaterBus service during the term of the Contract, the actual annual compensation is likely to 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.

** Hours per Day includes 30 minutes for contractor set up/ shut down for operator and dockhand only.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<u>Hornblower Yachts, LLC</u>	<u>CA</u>	<u>1980</u>
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
<u>Hornblower Cruises & Events</u>	<u>San Francisco</u>	<u>1997</u>
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
<u>Adventures at Sea, Inc.</u>	<u>2011</u>
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes** **No** Proposers must demonstrate its ability to provide five vessels for the WaterBus service.
- Yes** **No** Proposers must have at least five years' experience in the field of providing a WaterBus or similar transportation service.
- Yes** **No** Prospective Water Bus operators must be licensed by the U.S. Coast guard.
- Yes** **No** Proposers must have a Los Angeles County Business License.
- Yes** **No** Proposers shall maintain a base of operations for the WaterBus in Marina del Rey with facilities for docking of the WaterBus fleet, boarding pass season sales and storage of WaterBus supplies and promotional materials.
- Yes** **No** Proposers must complete and return all required Forms P-1 through P-19.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Hornblower Yachts, LLC

Address:

Pier 3, Hornblower Landing

San Francisco, CA 94111

E-mail address: tmacrae@hornblower.com Telephone number: (415) 983-8241

Fax number: (866) 728-4998

On behalf of Hornblower Yachts, LLC (Proposer's name), I Kevin Lorton
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

94-2699024

Internal Revenue Service
Employer Identification Number

Vice President / General Manager

Title

C1005536

California Business License Number

Date

14896601

County WebVen Number

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**Contractor's Name: Hornblower & Affiliates**

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Los Angeles, Dep:	13575 Mindanao Way, Marina del Rey, CA 90292	Debbie Talbot	(310) 821-5242	N/A
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
#769881- MDR Waterbus Service	5 / 2009 - 2013	Waterbus Service	\$ 352,000 (for 2013)	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Los Angeles, Dep:	13837 Fiji Way, Marina del Rey, CA 90292	Robert Nickens	(310) 305 9566	(310) 821 - 6345
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
Chase Park Concession #009-003-DBH	4 / 2010-2014	Café	\$ 17,300 (for 2013)	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
National Park Service	Liberty Island, New Jersey	Ben Hanslin	212363 3206 x117	(201) 604-5720
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
Liberty State Park	3 years; + / 'May 2009 - Apr 2012; Mo to Mo / Currently Mo to Mo	Food Concessions	\$ 185,000 (for 2012)	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
National Park Service	Liberty Island, New Jersey	Ben Hanslin	212363 3206 x117	(201) 604-5720
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
#CC-STLI0001-07 - Statue of Liberty & Ellis Island	10 / Jan 2008 - Mar 2018	Ferry Service	\$46 million (for 2012)	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
National Park Service	Building #201, Fort Mason, SF CA 94123	Jessica Carter	(415) 561 4993	N/A
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
#CC-GOGA0001-06 Alcatraz Island	10 / Sep 2006 - Sep 2016	Ferry Service	\$45 million (for 2012)	
6. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
National Park Service	Building #201, Fort Mason, SF CA 94123	Jessica Carter	(415) 561 4993	N/A
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
# P12PC01111 - PWR - Golden Gate NRA	5 / Oct 2012 - Sep 2017	Facilities Support Services	\$1.5 million (for 2012)	
7. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Niagara Parks Commission	5881 Dur, Niagara Falls, Ontario, CN	John Lahuis	(905) 356 - 2241	(905) 356 - 9237
<i>Name of Contract No.</i>	<i># of Years / Term of Contract</i>	<i>Type of Service</i>	<i>Dollar Amt.</i>	
NPC Lease & Operating Agreement	30 / Jan 2014 - Dec 2043	Boat Tours	not yet in service	

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: Hornblower & Affiliates

List of all contracts that have been terminated within the last three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Los Angeles, Dep:	13575 Mindanao Way, Marina del Rey, CA 90292	Debbie Talbot	(310) 821-5242	N/A
<i>Name of Contract No.</i>		<i>Reason for Termination</i>		
#769881- MDR Waterbus Service		Contract expired, new Request for Proposal issued		
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
National Park Service	Building #201, Fort Mason, SF CA 94123	Jessica Carter	(415) 561 4993	N/A
<i>Name of Contract No.</i>		<i>Reason for Termination</i>		
#C8147070010 - Golden Gate NRA		Contract expired, new Request for Proposal issued, new contract was awarded to Alcatraz Island Svcs		
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<i>Name of Contract No.</i>		<i>Reason for Termination</i>		
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<i>Name of Contract No.</i>		<i>Reason for Termination</i>		
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<i>Name of Contract No.</i>		<i>Reason for Termination</i>		
6. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<i>Name of Contract No.</i>		<i>Reason for Termination</i>		

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person’s resume.**

Position	Name	Experience	Responsibility
Contractor’s Representative	Nick Maxwell	See attached work plan	Supervising and scheduling all vessel operators.
Supervisor	Brad Falkenstein	See attached work plan	Supervising and scheduling all dock attendants.
Supervisor	John A. Femino Jr.	See attached work plan	Responsible for hiring, training and all local human resources needs.
Other:			
Other:			

1b. PRINCIPAL OWNER(S) OF PROPOSER’S ORGANIZATION Terry MacRae

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
DOES NOT APPLY					

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES
Vessel Operator	10-15	Operate Vessels, Collect Boarding Passes, Greet Guests
Deck Hand	2-3	Coast Guard Required Crew Member Aboard M/V Cabaret Hornblower
Dock Attendant	20-25	Greet Guests, Sell Tickets and Passes, Assist Vessel Docking and Boarding, Disembarking of Guests
		* See attached job descriptions

Attach additional pages if necessary

2. EXPERIENCE AND APPROACH TO CONTRACT REQUIREMENTS:

- a) Provide a narrative of your experience providing the required services.
- b) Discuss your approach to how you will provide the services in Marina del Rey.
- c) Discuss a proposed plan for sharing of fees collected with the County.

3. OPERATIONAL PLAN. Describe or attach your plan for scheduling WaterBus operators and assistants, transporting them to the job sites, keeping them supplied and supervising them to ensure quality customer service. Describe your plan for scheduling the service within the desired parameters outlined in Section 6.2 of the Statement of Work, i.e., between boarding locations, how long do you anticipate customers' wait time at each stop? What will you do to ensure shorter wait times? In addition, describe how you will control the passenger count to assure accuracy (including season passes). What process will you use to operate the WaterBus service during peak hours, including Summer concert nights and holidays?

4. METHODS. Describe or attach a description of the methods your employees will use to provide Contract services. What methods will you use for ticket control, including sales, counting and handling of money and ensuring that customers ride no more than one trip for each ticket purchased. What plans or strategies will you use to promote and advertise the WaterBus service? Include any plan to expand customer service, i.e., enhancing comfort such as cushioned seats, etc.

5. EMERGENCIES AND OVERTIME. How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be?

5. ADDITIONAL INFORMATION (Attach pages if necessary): See Attached

Signature: _____

Date: _____

Title: Vice President / General Manager



P-5: Staffing and Work Plan

1A. Staffing Plan – Attached Resumes

Nick Maxwell, Port Captain

**** Contract Representative****

Hornblower Cruises & Events – Marina del Rey

Nick Maxwell has been with the Hornblower team since 2009. Nick is the Marina del Rey Port Captain as is also designated as the Contract Representative for the MDR WaterBus service. As Port Captain, Nick oversees the hiring, scheduling and training of all Marina Del Rey operational crew. Nick is also responsible for all marine training and the scheduling of marine drills for all Marina Del Rey Hornblower crew. Nick holds a 100 ton Master's License and has been piloting vessels of up to 150 feet since 2006. Nick works closely with the United States Coast Guard on all vessel & marine topics in the Los Angeles area. Nick is a member of Hornblower's SAFECRUISE team.

For the MDR WaterBus service, Nick will be responsible for the hiring, scheduling and training of all MDR WaterBus Captains. Nick will also be responsible to collaborate with the Director of Marine Operations and Director of Maintenance to ensure all MDR WaterBus vessels are clean and operating at peak efficiency.

Brad Falkenstein, Director of Operations & Guest Services Hornblower Cruises & Events - Los Angeles / Orange County

Brad Falkenstein has been with Hornblower Cruises & Events for over 20 years and has held the position of Director of Operations & Guest Services since 2006. Currently, Brad oversees all food & beverage activities in Hornblower's ports of Newport Beach, Long Beach and Marina del Rey. Additionally, over the past five years, Brad has been responsible for the interviewing, hiring, training and scheduling of all Dock Attendants working on the MDR WaterBus service since 2009. He is also responsible for ensuring that every guest receives the highest level of customer service. Brad is a member of Hornblower's SAFECRUISE team.

For the MDR WaterBus service, Brad will be responsible for the hiring, training and scheduling of all Dock Attendants working on the MDR WaterBus service. Brad will also be a key member of the Quality Control team to ensure that the MDR WaterBus crew members meet the highest possible standards and that MDR WaterBus guests receive the best possible service in accordance with all contract terms.

***John Femino, Quartermaster / F&B Services Manager
Hornblower Cruises & Events - Los Angeles / Orange County***

John has been with Hornblower Cruises & Events since 1993 and has been the Quartermaster/F&B Services Manager since 2006. John currently oversees the hiring procedures for all departments in Marina del Rey, Long Beach and Newport Beach. John acts as the local human resources liaison for Los Angeles/Orange County and ensures that all hiring & recruiting practices are executed in compliance with all local, state and federal regulations. He also ensures that all crew members receive the required number of training hours and are kept constantly informed of new schedules and policies.

For the MDR WaterBus service, John will be involved in the interviewing, hiring and training of all MDR WaterBus crew to ensure 100% compliance with all local, regional, state and federal laws, rules and regulations. John will work closely with the Hornblower Corporate Human Resources department as a part of this process.

***Chandler Bell, Director of Marine Operations
Hornblower Cruises & Events, Los Angeles / Orange County***

Chandler Bell is the Director of Marine Operations for Hornblower Cruises & Events in Los Angeles & Orange County. Chandler has been a member of the Hornblower team since 2004 and has been held the position of Dir. of Marine Operations since 2006. Chandler oversees all operational crew. Chandler works with the United States Coast Guard on all vessel & marine topics, including all vessel inspections and working on any regulatory items. Chandler has held a 100 ton Master license of Steam, Motor or Auxiliary Sailing vessels upon near coastal waters. Also authorized to engage in Commercial Assistance Towing. Ordinary Seaman, Wiper, and Stewards Dept (FH) since 2001. Chandler is a member of Hornblower's SAFECRUISE team.

***Elser Morales, Director of Maintenance
Hornblower Cruises & Events, Los Angeles / Orange County***

Elser Morales has been a member of the Hornblower team since 1997. Elser oversees all maintenance staff in Marina Del Rey and works with the marine operations team to ensure that all vessels meet all USCG requirements, operate efficiently and meet all Hornblower cleanliness standards. Elser is a trained 1st Officer and has an indepth knowledge of all marine engineering. Elser



manages a maintenance team of approximately 15 team members covering the job responsibilities of mechanic, cleaner, engineer and painter.

For the MDR WaterBus service, Elser will be responsible for ensuring that all mechanical systems on all MDR WaterBus vessels are in working order through an aggressive preventative maintenance program. In addition, Elser will lead the MDR Maintenance team to ensure that all MDR WaterBus vessels meet the highest cleanliness standards. Elser and the MDR Maintenance team will be available at all times to respond immediately to any mechanical issues.

***Gina Trechter, Director of Marketing
Hornblower Cruises & Events - Los Angeles / Orange County***

Gina Trechter has been the Director of Marketing for Hornblower's Los Angeles / Orange County operations since 2011. Gina manages the annual marketing plan for Hornblower's local operation including all disciplines of advertising and marketing.

For the MDR WaterBus service, Gina will be responsible to executing all marketing initiatives to help promote the MDR WaterBus to the MDR & surrounding communities.

***Kevin Lorton, Vice President / General Manager
Hornblower Cruises & Events - Los Angeles / Orange County***

Kevin Lorton has acted as General Manager for Hornblower Cruises & Events since 2005 and has been with Hornblower since 1993. In 2013 Kevin was promoted to Vice President/ General Manager of the Los Angeles & Orange County locations. Kevin is responsible for overseeing all facets of Hornblower's Los Angeles / Orange County operation. Kevin currently serves on the Board of Directors as alternate for the Marina del Rey CVB. He also serves as the Chair of the Marketing Committee for Visit Newport Beach, Inc. Kevin is actively involved in several other hospitality organizations including the Travel & Tourism Marketing Association (TTMA), LAX Coastal Chamber of Commerce, Newport Beach Chamber of Commerce and the Los Angeles Tourism Board. Kevin is a member of Hornblower's internal SAFECRUISE team.

***Terry MacRae, President & Founder
Hornblower Cruises & Events, Hornblower Yachts, LLC***

Terry MacRae is the President & Founder of Hornblower Yachts, LLC. He is also part owner and a principal in Hornblower Marine Services, Inc. and is CEO of two National Park Service concessions, Statue Cruises and Alcatraz Cruises. Terry manages all aspects of the Hornblower operations across the country. He is a current member and past president of the Passenger Vessel Association and is on the board of directors of the U.S. Travel Association and a past member of the joint U.S. Coast Guard / PVA Partnership Action Team. Terry has successfully built Hornblower into the largest marine hospitality operation in the United States. In 1999, Terry was named California Travel Industry Association's Entrepreneur of the Year. Terry has served as the Commissioner for the California Travel & Tourism Commission and has served as board member for the San Francisco Convention and Visitor's Bureau and is a member of the Society of Naval Architects and Marine Engineers. Hornblower and Terry have received numerous awards for safety, guest service and environmental achievement.

1B. Additional Employees

Documents on following pages.



HORNBLOWER CRUISES & EVENTS

POSITION DESCRIPTION

Position Title: MDR Waterbus Captain

Date: 5-30-09

Department: Operations

**Prepared By: C.
Bell**

**Reports To: Port Captain/Dir. of Marine
Ops.**

**Approved By:
K. Lorton**

Directly Supervises: MDR Deckhand

**FSLA: Non
Exempt**

Indirectly Supervises:

Attachment: None

Summary: The MDR Waterbus Captain is responsible for piloting the vessel and for providing a safe trip aboard the vessel. The Captain is also responsible for ensuring that the entire onboard crew acts safely and in a manner consistent with the Hornblower manual and training.

Essential Duties and Responsibilities:

Position Specific Duties

- I.
- A. Ultimately in command of the vessel at all times.
- B. Ensure that vessels are in safe operating condition.
- C. Verify that all tanks are filled or empty as appropriate.
- D. Verify all safety equipment is in proper location and functioning appropriately.
- E. Navigate vessels in calm waters and watch for and announce wakes.
- F. Assure that the appropriate trained crew members are aboard and assigned to WQSB per USCG regulations.
- G. Perform all required pre-boarding duties as outlined.
- H. Perform all vessel underway duties as outlined.
- I. Perform all disembarking duties as outlined.
- J. Accountable for securing the vessel.
- K. Accountable for pre-boarding duties such as raising the flag, unlocking all necessary hatches and heads, ready navigation instruments, check deck lighting and climate, top off fresh water, check level of black water, outer deck lights, walk outer decks, wipe down caprails, remove stern line.
- L. Verify Engine Room Check is completed.
- M. Clearly communicate in written form for Event Reports, Ships Logs, etc.

- N. Effectively manage on board crew.
- O. Deliver a safety meeting to the crew before an event addressing safety awareness and appropriate behavior in an emergency.
- P. Interact with the guests as much as possible.
- Q. Provide safety announcements to the guests over the PA. Offer a formal welcome to the guests, provide safety precautions and invite the guests to the pilot/wheel house.
- R. Verify the vessel is in ready to show condition after an event.
- S. Survey all crew for any comments to be added to the Event Report.
- T. In the event of any serious problem - notify the Port Captain, Director of Marine Operations or General Manager.

II. **You Are Hornblower**

Our crew is important to the image of Hornblower and we are all part of the Hornblower team.. How we represent the company in our interactions with guests and others, shows them who we are. You are responsible to enhance the Hornblower name by delivering quality service. It is important to have knowledge to talk about Hornblower's various products and to offer that information to potential guests when the opportunity arises. .

- A. When working at Hornblower, you are required to work in a manner that protects the company's image and brand name.
- B. All guests and potential guests need to be greeted with a smile when you come in contact with them.
- C. Your uniform and appearance needs to reflect Hornblower's culture and philosophy as outlined in the crew handbook
- D. Enhance the Hornblower name and reputation by delivering quality service to our guests and adhering to the Crew Resources Handbook and Guest Service Manual.
- E. Offer potential guests or clients Hornblower and Waterbus product information.
- F. Develop knowledge to market Hornblower's various products
- G. Protect *Hornblower* and all affiliated brands.

III. **Crew Resources & Documentation**

- A. Provide a self-evaluation of your performance within two weeks of your annual review date.
- B. Advise your supervisor and Crew Resources of any changes of your name, address, work status and other information that affects your compensation, benefits or employment.
- C. Accurately complete all documentation including payroll, and timesheets.
- D. Ensure that all facility, guest or crew incidents that have the potential to create harm, insurance or litigation are promptly reported on the required forms.
- E. Provide all required documentation.
- F. Report any guest or crew incident or accident immediately.
- G. Verify all contracts are signed, legible and completed appropriately.
- H. Verify Tip Sheet is completed appropriately.
- I. Verify maintenance and voyage logs are complete and reflect any non-operational equipment or operating limitations.
- J. Follow control checklist for pre-boarding and shutting down vessel.
- K. Verify fuel levels are entered in log.
- L. Verify any maintenance items are documented in maintenance log.

- M. Complete an Event Report with appropriate information immediately following the event.
- N. Document all incidents (including safety) and distribute according to port policy.

IV. **Policies, Profit & Losses (Revenue & Costs)**

- A. Follow all policies and standards in the Crew Handbook, Safety Manual and any department standards handbook.
- B. Use corporate policies and “best practices” to increase the efficiency and performance
- C. Report any policy or practice that might cause harm to the company, guests, crew or environment.
- D. Recommend cost improvement strategies.
- E. Maintain all uniforms, tools and work equipment to ensure long usage.

V. **Respect Our Planet - Safety and Environment**

Everyone is part of the safety team and is responsible for protecting and minimizing our impact on the environment when we work.

- A. Understand and follow all RESPECT procedures that relate to your job duties.
- B. Report promptly any safety hazard, violation or accident.
- C. Adhere to all safety rules and standards and work with a “safety first” attitude.
- D. Wear/utilize all required Personal Protective Equipment (PPE) when performing work duties that have the potential of risk to your health or safety. Some of the PPE for your position are
 - 1. Proper Footwear
- E. Review and familiarize the HAZCOM Right to know data sheets on all work chemicals that you come in contact with. If you have any questions on how to use the product, it is your responsibility to ask your supervisor.
- F. Minimize your impact on the environment when at work.\

VI. **Communication**

- A. Regularly measure your job performance.
- B. Communicate immediately to your supervisor any serious problem affecting the health/welfare of guest and crew or safety of our assets, facilities, and brand name.
- C. Smile and greet all guests and potential guests when you come in contact with them.
- D. Communicate to your supervisor any issues regarding appearance and/or effectiveness of uniforms, tools or work area.
- E. Communicate any concerns you may have with your supervisor regarding your job

Qualifications and Competencies:

I. **Certificates, Licenses, Registrations**

- A. United States Coast Guard Master’s License.
- B. TWIC (Transportation Worker’s Identification Card)
- C. First Aid and CPR certification.
- D. FCC Radio Operators License
- E. Drivers License
- F. Radar Observer endorsement as necessary

G. Minister's Credentials

II. Education and Experience

- A. High School Degree or equivalent
- B. Working knowledge of Coast Guard regulations and shipboard systems.
- C. Knowledge of maintenance procedures.
- D. Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.

III. Language Skills

- A. Ability to understand and communicate Basic English phrases in order to assist guests, crewmembers and insure safety procedures are communicated.

IV. Mathematical Skills

- A. Basic mathematical skills including addition, subtraction, multiplication, division, and fractions.

V. Thinking Skills

- A. Ability to reason logically
- B. Ability to handle multiple tasks

VI. Physical Demands

- A. Ability to move about a boat or other limited space.
- B. Ability to do light to moderate lifting up to 20 pounds.
- C. Ability to travel up and down stairs.

I have read and understand the position description information and hereby state that I can perform the essential functions of the job with or without reasonable accommodation.

Name

Signature

Date



HORNBLOWER CRUISES & EVENTS

POSITION DESCRIPTION

Position Title: WaterBus Dock Attendant **Date:6/26/09**

Department: Sales **Prepared By:
BJF**

**Reports To: Director of Operations and
Guest Services** **Approved By:**

Directly Supervises: N/A **FSLA:**

Indirectly Supervises: N/A **Attachment:**

Summary: The main objective of this position is to sell tickets for passengers riding the Marina Del Rey WaterBus.

Essential Duties and Responsibilities:

I. Sales & Marketing

- A. Enhance the Hornblower and WaterBus name and reputation by delivering quality service to our guests and adhering to the Crew Resources Handbook and Guest Service Manual.
- B. Offer potential guests or clients WaterBus and Hornblower product information.
- C. Develop knowledge to market Hornblower's various products
- D. Protect *Hornblower* and all affiliated brands.

II. Crew Resources

- A. Advise your supervisor and Crew Resources of any changes of your name, address, work status and other information that affects your compensation, benefits or employment.
- B. Accurately complete all documentation including payroll, and timesheets.

III. Documentation

- A. Ensure that all facility, guest or crew incidents that have the potential to create harm, insurance or litigation are promptly reported on the required forms.
- B. Provide all required documentation .
- C. Report any guest or crew incident or accident immediately.

IV. **Policy**

- A. Follow all policies and standards in the Crew Handbook, Safety Manual and any department standards handbook.
- B. Use corporate policies and “best practices” to increase the efficiency and performance

V. **Profit & Losses/Revenue & Costs**

- A. Recommend cost improvement strategies.
- B. Maintain all uniforms, tools and work equipment to ensure long usage.

VI. **Safety and Environment**

- A. Report promptly any safety hazard, violation or accident.
- B. Adhere to all safety rules and standards.
- C. Conduct yourself and work in a safe manner at all times.
- D. Develop and maintain a positive culture in your work environment including attention to crew morale, company pride, and reputation in the community.

VII. **Communication**

- A. Regularly measure your job performance.
- B. Communicate immediately to your supervisor any serious problem affecting the health/welfare of guest and crew or safety of our assets, facilities, and brand name.
- C. Smile and greet all guests when you come in contact with them.
- D. Communicate to your supervisor any issues regarding appearance and/or effectiveness of uniforms, tools or work area.

VIII. **Position Specific Technical Requirements**

- A. Greet guests upon arrival to WaterBus ticket locations.
- B. Sell and accurately track ticket sales on an hourly and per shift basis.
- C. Assist WaterBusses upon arrival to docking locations (i.e. handle and secure lines as needed.)
- D. Follow instructions of Captain regarding vessel tie-up and safety.
- E. Be First-aid and CPR certified.
- F. Use proper cash-handling skills, fill-out bank reconciliation sheets completely and accurately.
- G. Be knowledgeable of WaterBus program, docking locations, hours of operation and surrounding area .

Qualifications

I. **Certificates, Licenses, Registrations**

II. **Education and Experience**

III. Language Skills

- A. Ability to understand and communicate basic English phrases in order to assist guests and insure safety procedures are communicated.

IV. Mathematical Skills

- A. Ability to perform basic math equations.

V. Thinking Skills

- A. Ability to reason logically
- B. Ability to handle multiple tasks

VI. Physical Demands

- A. Ability to move about a boat/dock or other limited space.
- B. Ability to do light to moderate lifting
- C. Ability to travel up and down stairs.



HORNBLOWER CRUISES & EVENTS

POSITION DESCRIPTION

**Position Title: MDR Waterbus
Deckhand**

Date: 05/30/2009

**Department: Operations
Reports To: MDR Port Captain
Directly Supervises: N/A
Indirectly Supervises: N/A**

**Prepared By: CJB
Approved By: KTL
FSLA: Non Exempt
Attachment:**

Summary: The main objective of this position is to greet guests, take tickets, handle lines, for Marina del Rey Waterbus.

Essential Duties and Responsibilities:

I. Position Specific Duties

- A. Greet guests and collect tickets upon arrival to Waterbus vessel.
- B. Keep accurate count of passengers per cruise and log on supplied paperwork.
- C. Follow instructions of Captain regarding vessel tie-up and safety and assist in vessel operations as needed.
- D. Assist with anything needed during down time.
- E. Be knowledgeable of Harbor, hours of operation and surrounding area in order to provide guests with information.

II. You Are Hornblower

Our crew is important to the image of Hornblower and we are all part of the Hornblower Sales team.. How we represent the company in our interactions with guests and others, shows them who we are. You are responsible to enhance the Hornblower name by delivering quality service. It is important to have knowledge to talk about Hornblower's various products and to offer that information to potential guests when the opportunity arises. .

- A. When working at Hornblower, you are required to work in a manner that protects the company's image and brand name.
- B. All guests and potential guests need to be greeted with a smile when you come in contact with them.
- C. Your uniform and appearance needs to reflect LA County Waterbus and Hornblower's culture and philosophy as outlined in crew handbook.
- D. Enhance the Hornblower name and reputation by delivering quality service to our guests.
- E. Offer potential guests Waterbus product information.
- F. Protect *Hornblower* and all affiliated brands.

III. Crew Resources & Documentation

- A. Provide a self-evaluation of your performance within two weeks of your annual review date.
- B. Advise your supervisor and Crew Resources of any changes of your name, address, work status and other information that affects your compensation, benefits or employment.
- C. Accurately complete all documentation including payroll, and timesheets.
- D. Ensure that all facility, guest or crew incidents that have the potential to create harm, insurance or litigation are promptly reported on the required forms.
- E. Provide all required documentation .
- F. Report any guest or crew incident or accident immediately.

IV. Policies, Profit & Losses (Revenue & Costs)

- A. Follow all policies and standards in the Crew Handbook, Safety Manual and any department standards handbook.
- B. Use corporate policies and “best practices” to increase the efficiency and performance
- C. Report any policy or practice that might cause harm to the company, guests, crew or environment.
- D. Recommend cost improvement strategies.
- E. Maintain all uniforms, tools and work equipment to ensure long usage.

V. Respect Our Planet - Safety and Environment

Everyone is part of the safety team and is responsible for protecting and minimizing our impact on the environment when we work.

- A. Understand and follow all RESPECT procedures that relate to your job duties.
- B. Report promptly any safety hazard, violation or accident.
- C. Adhere to all safety rules and standards and work with a “safety first” attitude.
 - 1. Wear/utilize all required Personal Protective Equipment (PPE) when performing work duties that have the potential of risk to your health or safety.
- D. Review and familiarize the HAZCOM Right to Know data sheets on all work chemicals that you come in contact with. If you have any questions on how to use the product, it is your responsibility to ask your supervisor.
- E. Minimize your impact on the environment when at work.

VI. Communication

- A. Regularly measure your job performance.
- B. Communicate immediately to your supervisor any serious problem affecting the health/welfare of guest and crew or safety of our assets, facilities, and brand name.
- C. Smile and greet all guests and potential guests when you come in contact with them.
- D. Communicate to your supervisor any issues regarding appearance and/or effectiveness of uniforms, tools or work area.
- E. Communicate any concerns you may have with your supervisor regarding your job

Qualifications and Competencies:

I. Language Skills

- A. Ability to understand and communicate basic English phrases in order to assist guests, crewmembers and insure safety procedures are communicated.

II. Thinking Skills

- A. Ability to reason logically
- B. Ability to handle multiple tasks

III. Physical Demands

- A. Ability to move about a boat or other limited space.
- B. Ability to do light to moderate lifting: up to 50 pounds.
- C. Ability to travel up and down stairs.

I have read and understand the position description information and hereby state that I can perform the essential functions of the job with or without reasonable accommodation.

Name

Signature

Date



4. Methods

Ticket Control

The Dock Attendant will be responsible for all ticket and annual pass sales. Hourly ticket sales and annual pass sales will be recorded on a ticket sales log sheet (WaterBus Passenger Sheet - see attached). Tickets are sold to the destination that the passenger would like to travel to. Onboard, the vessel operator will collect all tickets and check all annual passes/ID during the boarding process. At this time he will confirm each passenger's final destination. The Captain will retain a ticket stub from each passenger and place in the provided ticket collection receptacle. The count of tickets/passes will be recorded on a separate vessel log sheet (Vessel Log Sheet - see attached). Prior to leaving the dock, the vessel operator will confirm the existing passenger count with the dock attendant. This process also complies with USCG regulation regarding the tracking and posting of passengers prior to leaving the dock.

The vessel operator & dock attendant will keep separate logs for ticket sales & passenger activity. At the end of each day, the vessel log sheet, dock attendant passenger sheet and ticket stubs will be dropped in a secured main safe. These documents will aid in the reconciliation and reporting of all ticket sales and passengers served. All reconciliation will be completed on Monday morning by fully trained WaterBus and Accounting Managers. All discrepancies will be immediately brought to the attention of the appropriate Supervisors and Managers.

Annual Passes will be available for sale at each boarding location. To ensure tight controls of these annual passes, a select number will be included in the daily cash banks for each dock attendant.

Any sold passes will be clearly noted on the WaterBus Bank Reconciliation Sheet and any unsold passes will be placed back into the cash bank bag at the end of the shift and dropped in a safe.

In addition, WaterBus annual passes will be available for sale at Hornblower's existing Marina Del Rey facility. These passes will be kept under lock & key and all sales will be clearly recorded and tracked.

Money Handling

Each dock attendant will have a cash bank. All cash transactions will be handled through the dock attendants only. Vessel operators will not have any cash and will not be a part of the money handling.

At the end of the day, each dock attendant will drop his or her bank into a secured main safe with the appropriate log sheet (WaterBus Bank Reconciliation Sheet). The vessel operator will also drop the actual tickets and vessel log separately in a secured main safe. The cash banks, the vessel operator tickets and associated logs will be reconciled by a fully-trained Accounting Manager. All discrepancies will be immediately brought to the attention of the appropriate Supervisors and Managers.

Trip Monitoring

At each location, Dock Attendants will be supplied boarding passes to the seven other locations. Passengers will be asked what location they would like to travel to. It will be explained that it is not a round trip service and that they need to pick a destination. Once on the vessel, the vessel operators will be responsible for monitoring passenger usage and ensure that no passenger is able to ride past their destination. All vessel operators will go through the appropriate customer service training to ensure that any passenger interaction is handled professionally, courteously and promptly.

Expansion of Customer Service

While passengers wait for the arrival of the WaterBus, the dock attendants will share information about the wide variety of activities available within Marina del Rey. They will ensure the passengers know where they headed and at which stop they should disembark. They will ensure the safety of all passengers while they are waiting and as they board. Onboard, all vessel operators will be provided with a standard script for a light narration on the storied history of Marina Del Rey. Vessel operators will also be able to answer any questions that any passengers have about the history or environment of Marina del Rey and what activities they can participate in the area. In addition, vessel operators will be able to provide information on the ecosystems of the marina and surrounding waters. The importance of maintaining a clean environment will be reinforced, for example, vessel operators will instruct that no trash should ever be thrown in the water and point out on the vessel the different types of recycling containers.



As passengers disembark, the vessel operator will ensure their safety and invite them to come back and enjoy the WaterBus service again.

Patron Direction

Onboard all vessels and located at all dock facilities, signs will be provided that are consistent with the existing WaterBus marketing materials in look & approved by the Department of Beaches & Harbors. These signs will provide clear, concise procedures for waiting, boarding & disembarking to ensure safe & efficient guest flow. All signs will be visible and large enough for patrons to view in both day & night conditions. In addition, all dock attendants and vessel operators will review all appropriate rules & regulations with patrons during their interactions with guests during the regular operation of the WaterBus service.

Promotional and Advertising of MDR WaterBus Service

The following methods/strategies will be implemented to supplement all Department of Beaches & Harbors WaterBus marketing efforts (all subject to approval of Department of Beaches & Harbors):

- Inclusion of WaterBus service in Hornblower's Hotel Newsletter to surrounding Marina del Rey Hotels
- Creation of a website specifically for the Marina del Rey WaterBus service, which will be created, maintained and publicized by Hornblower.
- Creation of MDR WaterBus facebook and twitter pages promoted locally.
- Inclusion of WaterBus service in Hornblower Enews
- Inclusion on Hornblower website (www.hornblower.com)
- WaterBus brochure distribution at Hornblower's Fisherman's Village facility
- WaterBus brochure distribution on Hornblower's regularly scheduled Dining Cruises operating from Fisherman's Village
- Inclusion in existing Hornblower collateral as appropriate
- Distribution of specific Press Release to local Hornblower media list in Los Angeles/Orange County

- WaterBus service added to appropriate Hornblower display advertising efforts in Los Angeles/Orange County
- WaterBus brochure distribution at the appropriate local tradeshows, mixers and other community events
- Collaborate with MDR Lessee's association, LAX Coastal Chamber of Commerce & MDR CVB to cross promote Farmer's Market and Beach Eats through local outreach to MDR residents & surrounding communities.
- Distribute Farmer's Market and Beach Eats brochures aboard all MDR WaterBus vessels as well as Hornblower's Fisherman's Village kiosk location.
- Set up a Google+ site for the MDR WaterBus site.
- Operate a MDR WaterBus Facebook page.
- Set up an Instagram page specific for the MDR WaterBus.
- Run weekly contests through social media for all MDR WaterBus followers, posters to encourage multi-media content participation.

5. Emergencies and Overtime

Communication with Employees Regarding Emergencies /Weather Changes

All employees will have regular access to a phone list with all employee & manager contact information. In addition, all employees will be given clear instructions on how to proceed in the event of an emergency or in the event of a weather change.

The Contractor's Representative and/or all Supervisors will be available via cell phone at all times of the operation. These phone numbers are listed on the employee schedule and included in the Dock Attendant supplies at each location to ensure that no dock attendant or vessel operator is without the appropriate emergency phone numbers. Response to all emergencies will be immediate.

This system has been in use for the past five years of the Waterbus service and has been effective in facilitating all communications between employees and management to effectively handle any unforeseen absences or emergencies.

2. SUPPLIES, MATERIALS AND VESSELS.

- List the supplies and materials that you will use to perform the Contract work.
- List the make, model and number of operators for each vessel your firm will operate on behalf of the County. Please note that while five vessels are required to perform the requested services, the County will only pay for one operator per vessel.
- Indicate whether the vessels to be used for the WaterBus service are consistent in color to each other.

3. Please provide the location for your base of operations 13755 Fiji Way, Marina del Rey, CA 90292

4. How many full-time workers does your firm employ? 229

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

**6. LICENSES: Please attach copies of your operator's license as issued by the U.S. Coast Guard.
Please attach a copy of your firm's Los Angeles County Business license.**

7. EVIDENCE OF INSURABILITY: Attach a letter of commitment, binder of certificate of current insurance coverage meeting the limits and other requirements of Section 2.25 of Appendix A, Sample Contract.

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



P-6: Business and Financial Summary

Supplies, Materials and Vessels

Supplies & Materials

Dock Attendant Supplies

- 2 way radio, folding director's chair, umbrella, Dock Attendant Passenger Tracking Sheet, Pre-Shift Dock Checklist, first aid kit, flashlights, batteries, keys (as needed), cash bank.

Cleaning/Maintenance Supplies

- Each vessel will contain a small supply of green seal certified cleaning supplies to ensure the cleanliness of each vessel and dock facilities. Additional cleaning supplies and materials will be stored at Hornblower's existing Marina Del Rey facility in Fisherman's Village and will be stored appropriately and replenished as necessary.

Vessel Supplies and Materials

- First Aid Kit, recycling receptacles for glass, plastics and aluminum, all appropriate USCG-required equipment, Marina Del Rey WaterBus brochures with brochure racks

Uniform Supplies

- All dock attendants will wear name badges and will wear white logoed polo shirts and khaki pants or shorts to ensure adherence to required uniform policy
- All onboard operational crew will wear name badges and will wear appropriate uniformed captain's shirt with either khaki shorts or pants
- All dock attendants and onboard operational crew will wear non-skid shoes

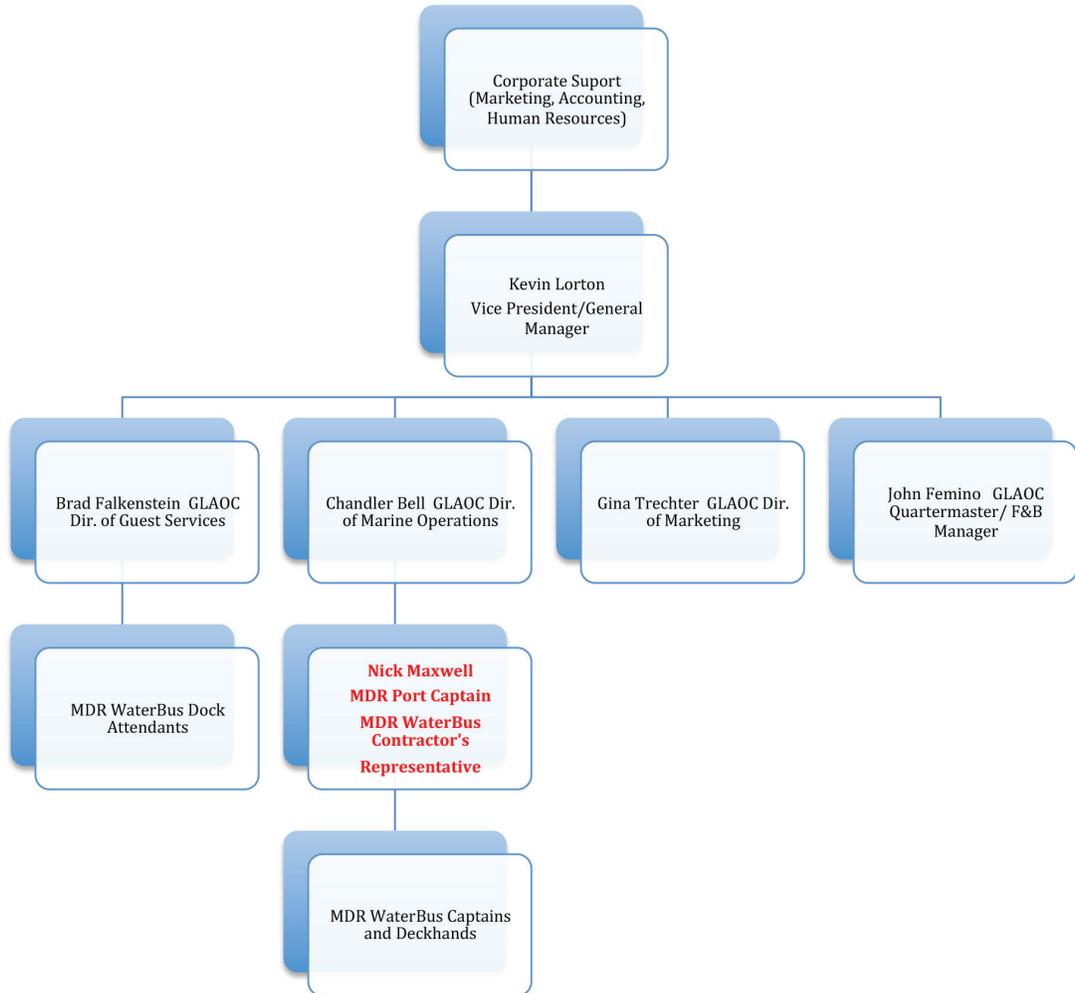
Vessels

All 5 vessels to be used for MDR WaterBus service are all dominantly white in color. The 4 pontoon vessels used for service are identical in size, shape and color.

Vessel Name	Vessel Make	Vessel Model	# of Operators	Exterior Color
Bali	Trident	3510	1	White
Tahiti	Trident	3510	1	White
Bora Bora	Trident	3510	1	White
Admiralty	Trident	3510	1	White
Cabaret Hornblower	Hydrodyne	Custom USCG vessel	2	White



Organizational Chart



Proposed Vessels Certificates of Inspection

 <p style="text-align: center;">United States of America Department of Homeland Security United States Coast Guard</p> <h2 style="text-align: center; margin: 0;">Certificate of Inspection</h2> <p style="text-align: center; font-size: small;">For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.</p>	Certification Date: 29 Jun 2009 Expiration Date: 29 Jun 2014 IMO Number:																												
	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">Vessel Name ADMIRALTY</td> <td style="width: 25%; border: none;">Official Number CF8335UX</td> <td style="width: 25%; border: none;">Call Sign WDE9012</td> <td style="width: 25%; border: none;">Service Passenger (Inspected)</td> </tr> <tr> <td style="border: none;">Hailing Port Marina Del Rey CA</td> <td style="border: none;">Hull Material Aluminum</td> <td style="border: none;">Horsepower 50</td> <td style="border: none;">Propulsion Gasoline Outboard</td> </tr> <tr> <td style="border: none;">Place Built Tavares, FL UNITED STATES</td> <td style="border: none;">Delivery Date 21May2009</td> <td style="border: none;">Date Keel Laid 21May2009</td> <td style="border: none;">Gross Tons R-3</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">Net Tons R-3</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">DWT -</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">Length R-35</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">- -</td> </tr> </table>	Vessel Name ADMIRALTY	Official Number CF8335UX	Call Sign WDE9012	Service Passenger (Inspected)	Hailing Port Marina Del Rey CA	Hull Material Aluminum	Horsepower 50	Propulsion Gasoline Outboard	Place Built Tavares, FL UNITED STATES	Delivery Date 21May2009	Date Keel Laid 21May2009	Gross Tons R-3				Net Tons R-3				DWT -				Length R-35				- -
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This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	1 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 24 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others. Total persons allowed: 26

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds---

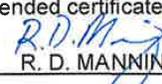
WITHIN THE FOLLOWING HARBORS: MARINA DEL REY AND NEWPORT BEACH.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED AND THE NUMBER OF PASSENGERS SHALL BE DECREASED ACCORDINGLY SO THAT THE TOTAL PERSONS ALLOWED DOES NOT EXCEED 26.

THE CREW MAY BE REDUCED TO ONE MASTER WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND PROVIDE PASSENGER ASSISTANCE.

*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at MARINA DEL REY, CA, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

<table style="width: 100%; border: none;"> <tr> <th colspan="4" style="text-align: center; border: none;">Annual/Periodic/Quarterly Reinspections</th> </tr> <tr> <th style="width: 15%; border: none;">Date</th> <th style="width: 15%; border: none;">Zone</th> <th style="width: 15%; border: none;">A/P/Q</th> <th style="width: 55%; border: none;">Signature</th> </tr> <tr> <td style="border: none;">24Jun2010</td> <td style="border: none;">SEC LA/LB</td> <td style="border: none;">A</td> <td style="border: none;">Sierras, Ferna</td> </tr> <tr> <td style="border: none;">27Sep2011</td> <td style="border: none;">SEC LA/LB</td> <td style="border: none;">A</td> <td style="border: none;">Linnborn, John</td> </tr> <tr> <td style="border: none;">25Sep2012</td> <td style="border: none;">SEC LA/LB</td> <td style="border: none;">A</td> <td style="border: none;">March, Sean M.</td> </tr> <tr> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> </tr> </table>	Annual/Periodic/Quarterly Reinspections				Date	Zone	A/P/Q	Signature	24Jun2010	SEC LA/LB	A	Sierras, Ferna	27Sep2011	SEC LA/LB	A	Linnborn, John	25Sep2012	SEC LA/LB	A	March, Sean M.	-	-	-	-	This Amended certificate issued by: <div style="text-align: center; margin: 10px 0;">  R. D. MANNING, CDR, U.S. Coast Guard, By Direction </div> Officer in Charge, Marine Inspection <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center; margin: 0;">Los Angeles - Long Beach</p> <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> Inspection Zone
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-	-	-	-																						



Department of Homeland Security
United States Coast Guard

Certificate of Inspection

Certification Date:
29Jun2009

ADMIRALTY

A CHILD SIZE LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	30Apr2015	19Apr2013	09Jun2011

---Stability---

Letter Approval Date / 01Jul2009 Office/ CG MSC

---Lifesaving Equipment---

	Number	Persons		Required
Total Equipment for		26	Life Preservers (Adult)	26
Lifeboats (Total)	0	0	Life Preservers (Child)	3
Lifeboats (Port)*	0	0	Ring Buoys (Total)	1
Lifeboats (Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	0
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	0	0	Equipped with EPIRB?	No
Inflatable Bouyant App (IBA)	0	0	(* included in totals)	

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
1	B-I
1	B-II

---Certificate Amendments---

Current Amendment

Port Amending/ Sector Los Angeles/Long Beach Date Amended/ 19Apr2013

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

1. Port Amending/ SEC LA/LB Date Amended/ 09Jun2011

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

END



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 29 Jun 2009
Expiration Date: 29 Jun 2014
IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name BALI	Official Number CF8331UX	Call Sign WDE9014	Service Passenger (Inspected)			
Hailing Port Marina Del Rey CA	Hull Material Aluminum	Horsepower 50	Propulsion Gasoline Outboard			
Place Built Tavares, FL UNITED STATES	Delivery Date 01Jun2009	Date Keel Laid 15May2009	Gross Tons R-3	Net Tons R-3	DWT I-	Length R-35
Owner HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	Operator HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES					

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	1 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 24 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others. Total persons allowed: 26

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: MARINA DEL REY, AND NEWPORT BEACH. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

THE CREW MAY BE REDUCED TO ONE MASTER WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND PROVIDE PASSENGER ASSISTANCE.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at MARINA DEL REY, CA, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This Amended certificate issued by: T. L. GILES, LCDR, U.S. Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/Q	Signature	
24Jun2010	SEC LA/LB	A	Sierras, Ferna	
-	-	-	-	
-	-	-	-	



Certificate of Inspection

Certification Date:
29Jun2009

BALI

A CHILD SIZE LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	30Jun2013	09Jun2011	01Jun2009

---Stability---

Letter Approval Date / 29Jun2009 Office/ MSC

---Lifesaving Equipment---

	Number Persons			Required
Total Equipment for		26	Life Preservers(Adult)	26
Lifeboats(Total)	0	0	Life Preservers(Child)	3
Lifeboats(Port)*	0	0	Ring Buoys(Total)	1
Lifeboats(Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	0
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	0	0	Equipped with EPIRB?	No
Inflatable Bouyant App(IBA)	0	0	(* included in totals)	

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
1	B-I
1	B-II

---Certificate Amendments---

Current Amendment

Port Amending/ Sector Los Angeles/Long Beach Date Amended/ 09Jun2011

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

END



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 02 Jul 2009
Expiration Date: 02 Jul 2014
IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name BORA BORA	Official Number CF8269UF	Call Sign WDE9015	Service Passenger (Inspected)
Hailing Port Marina Del Rey CA	Hull Material Aluminum	Horsepower 50	Propulsion Gasoline Outboard
Place Built Tavares, FL UNITED STATES	Delivery Date 11Jun2009	Gross Tons R-3 I-	Net Tons R-3 I-
Owner HORNBLOWER CRUISES AND EVENT S 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	Operator HORNBLOWER CRUISES AND EVENT S 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	DWT	Length R-35 I-

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	1 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 24 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others. Total persons allowed: 26

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: MARINA DEL REY AND NEWPORT BEACH.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED AND THE NUMBER OF PASSENGERS SHALL BE DECREASED ACCORDINGLY SO THAT THE TOTAL PERSONS ALLOWED DOES NOT EXCEED 26.

THE CREW MAY BE REDUCED TO ONE MASTER WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND PROVIDE PASSENGER ASSISTANCE.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at MARINA DEL REY, CA, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This Amended certificate issued by: R. D. MANNING, CDR, U.S. Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/Q	Signature	
24Jun2010	SEC LA/LB	A	Sierras, Ferna	
27Sep2011	SEC LA/LB	A	Linnborn, John	
25Sep2012	SEC LA/LB	A	March, Sean M.	
-	-	-	-	



Certificate of Inspection

Certification Date:
02Jul2009

BORA BORA

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	30Apr2015	19Apr2013	09Jun2011

---Stability---

Letter Approval Date / 06Jul2009 Office/ CG MSC

---Lifesaving Equipment---

	Number	Persons	Required	
Total Equipment for	26		Life Preservers (Adult)	26
Lifeboats (Total)	0	0	Life Preservers (Child)	3
Lifeboats (Port)*	0	0	Ring Buoys (Total)	1
Lifeboats (Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	0
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	0	0	Equipped with EPIRB?	No
Inflatable Bouyant App (IBA)	0	0	(* included in totals)	

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
1	B-I
1	B-II

---Certificate Amendments---

Current Amendment

Port Amending/ Sector Los Angeles/Long Beach Date Amended/ 19Apr2013

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

1. Port Amending/ SEC LA/LB Date Amended/ 09Jun2011

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

END



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 27 Jan 2011
Expiration Date: 27 Jan 2016
IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name CABARET HORNBLOWER	Official Number 529432	Call Sign WDD6991	Service Passenger (Inspected)
Hailing Port SAN FRANCISCO CA	Hull Material Wood	Horsepower 220	Propulsion Diesel Reduction
Place Built PORT HUENEME, CA UNITED STATES	Delivery Date 01Jan1970	Date Keel Laid 01Jan1970	Gross Tons R-46 I-
			Net Tons R-38 I-
			DWT I-
			Length R-45.5 I-
Owner HORNBLOWER YACHTS LLC PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111 UNITED STATES	Operator HORNBLOWER YACHTS LLC PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111 UNITED STATES		

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	2 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 59 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others. Total persons allowed: 62

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES.

A VOYAGE BETWEEN AREAS OF OPERATION WITHOUT PASSENGERS UNDER FAVORABLE WEATHER CONDITIONS IS CONSIDERED WITHIN THE SCOPE OF THIS ROUTE.

WHEN NO PASSENGERS ARE CARRIED ON THE UPPER DECK, THE NUMBER OF DECKHANDS MAY BE DECREASED TO 1. A MAXIMUM OF 22 PERSONS MAY BE ALLOWED ON THE UPPER DECK WHEN 2 DECKHANDS ARE CARRIED.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Marina del Rey, CA, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This Amended certificate issued by: R. D. MANNING, CDR, U.S. Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/Q	Signature	
12Apr2012	SEC LA/LB	A	Arnold, Matthe	
22Feb2013	SEC LA/LB	A	Linnborn, John	
-	-	-	-	



Certificate of Inspection

Certification Date:
27Jan2011

CABARET HORNBLOWER

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED AND THE NUMBER OF PASSENGERS SHALL BE DECREASED ACCORDINGLY SO THAT THE TOTAL PERSONS ALLOWED DOES NOT EXCEED 62.

A CHILD-SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	31Mar2015	08Mar2013	20Apr2011
Wood Keel Bolt	31May2017	15May2007	08May1997

---Stability---

Letter Approval Date / 12Sep1990 Office/ Sector Los Angeles/Long Beach

---Lifesaving Equipment---

	Number	Persons	Required
Total Equipment for	62		Life Preservers(Adult) 62
Lifeboats(Total)	0	0	Life Preservers(Child) 7
Lifeboats(Port)*	0	0	Ring Buoys(Total) 1
Lifeboats(Starbd)*	0	0	With Lights* 1
Motor Lifeboats*	0	0	With Line Attached* 1
Lifeboats W/Radio*	0	0	Other* 0
Rescue Boats/Platforms	0	0	Immersion Suits 0
Inflatable Rafts	0	0	Portable Lifeboat Radios 0
Life Floats/Buoyant App	0	0	Equipped with EPIRB? No
Inflatable Bouyant App(IBA)	0	0	(* included in totals)

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0 Number of Fire Pumps/ 1

Fixed Extinguishing Systems

Capacity	Agent	Space Protected
509	Other	ENGINEER ROOM

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
1	B-I
3	B-II



Department of Homeland Security
United States Coast Guard

Certificate of Inspection

Certification Date:
27Jan2011

CABARET HORNBLOWER

---Certificate Amendments---

Current Amendment

Port Amending/ Sector Los Angeles/Long Beach

Date Amended/ 08Mar2013

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

1. Port Amending/ SEC LA/LB

Date Amended/ 21Mar2013

-Remarks-

Amended passengers permitted to meet new AAWPP standards.

END



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date: 29 Jun 2009
 Expiration Date: 29 Jun 2014
 IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name TAHITI	Official Number CF8260UF	Call Sign WDE9013	Service Passenger (Inspected)
Hailing Port Marina Del Rey CA	Hull Material Aluminum	Horsepower 50	Propulsion Gasoline Outboard
Place Built Tavares, FL UNITED STATES	Delivery Date Date Keel Laid 19May2009	Gross Tons R-3 I-	Net Tons R-3 I- DWT Length R-35 I-
Owner HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	Operator HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES		

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	1 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 24 passengers, 0 other persons in crew, 0 persons in addition to crew, and 0 . Total persons allowed: 26

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: MARINA DEL REY AND NEWPORT BEACH.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED AND THE NUMBER OF PASSENGERS SHALL BE DECREASED ACCORDINGLY SO THAT THE TOTAL PERSONS ALLOWED DOES NOT EXCEED 26.

THE CREW MAY BE REDUCED TO ONE MASTER WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE LINES AND PROVIDE PASSENGER ASSISTANCE.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at MARINA DEL REY, CA, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This Amended certificate issued by:
Date	Zone	A/P/Q	Signature	
24Jun2010	SEC LA/LB	A	Sierras, Ferna	 R. D. MANNING, CDR, U.S. Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
27Sep2011	SEC LA/LB	A	Linnborn, John	
25Sep2012	SEC LA/LB	A	March, Sean M.	
-	-	-	-	



Certificate of Inspection

Certification Date:
29Jun2009

TAHITI

A CHILD SIZE LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	30Apr2015	19Apr2013	09Jun2011

---Stability---

Letter Approval Date / 01Jul2009 Office/ CG MSC

---Lifesaving Equipment---

	Number	Persons	Required	
Total Equipment for	26		Life Preservers(Adult)	26
Lifeboats(Total)	0	0	Life Preservers(Child)	3
Lifeboats(Port)*	0	0	Ring Buoys(Total)	1
Lifeboats(Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	0
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	0	0	Equipped with EPIRB?	No
Inflatable Bouyant App(IBA)	0	0	(* included in totals)	

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0

Fire Extinguishers - Hand portable and semi-portable

Qty	Class	Type
1	B-I	
1	B-II	

---Certificate Amendments---

Current Amendment

Port Amending/ Sector Los Angeles/Long Beach Date Amended/ 19Apr2013

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

1. Port Amending/ SEC LA/LB Date Amended/ 09Jun2011

-Remarks-

Conducted hull exam for credit drydock; amended due dates.

END

THIS DOCUMENT IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK FINGERPRINT SEAL ON THE BACK - HOLD AT ANGLE TO VIEW SEAL

POST THIS LICENSE IN A CONSPICUOUS PLACE THIS LICENSE IS NOT TRANSFERABLE

LOS ANGELES COUNTY BUSINESS LICENSE

No. 449897

COUNTY OF LOS ANGELES - STATE OF CALIFORNIA

THE LICENSEE NAMED HEREON HAS PAID TO THE UNDERSIGNED TREASURER AND TAX COLLECTOR THE AMOUNT SHOWN AND IS HEREBY LICENSED, UNDER PROVISIONS OF COUNTY CODE TITLE 7 FOR THE PERIOD EXPIRING ON THE DATE SHOWN, TO CARRY ON THE BUSINESS OR OCCUPATION SPECIFIED, AT THE LOCATION SHOWN (IN THE CASE OF THE STATIONARY BUSINESS), OR TO OPERATE THE VEHICLE SPECIFIED. THIS LICENSE IS SUBJECT TO ANY SPECIAL CONDITIONS SHOWN AND IS VALID ONLY IN THE UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY.

LICENSEE, LOCATION-BUSINESS, OCCUPATION OR VEHICLE

YACHT, HORNBLOWER
HORNBLOWER YACHT
13755 FIJI WAY
MARINA DEL REY, CA 90292

WATER TAXI OPERATOR
13755 FIJI WAY
MARINA DEL REY 90292



1573 108283R1
12/02/2013
11/30/2014
\$186.00

DATE OF ISSUE
EXPIRATION DATE
← LICENSE FEE
← PENALTY COLLECTED

Manly Salas
LOS ANGELES COUNTY
TREASURER AND TAX COLLECTOR

COUNTERSIGNED

CITY LICENSE: LA COUNTY

DECAL/PLATE NO.

SPECIAL CONDITIONS

Wendy J. Winkler
COUNTY AUDITOR CONTROLLER

***Includes \$1.00 State of California Disability Access Fee**

ABSENCE OF U.S. PATENT NUMBERS IN THE BOTTOM MARGIN INDICATES THAT THIS DOCUMENT IS FRAUDULENT. THIS AREA IS PRINTED WITH A PINK HEAT SENSITIVE INK THAT WILL DISAPPEAR WHEN BLOWING OR FINGERING.
BOTTOM BORDER CONTAINS MICRO PRINTING - "FINGERPRINT SECURITY" MAY BE SEEN UNDER MAGNIFICATION.

QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
 - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 - The methods for identifying and preventing unsatisfactory performance of the Contract work.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

See Attached.



Form P-7: Quality Control Plan

Describe the monitoring methods to ensure compliance with the contract work requirements

To ensure that Hornblower Yachts, LLC is in compliance with all contract terms and conditions and that the work performed is satisfactory, the same practices and standards that Hornblower's business units have implemented for 30 years will be adhered to. This includes, but is not limited to:

- Effective hiring
- eVerify and criminal background check
- Safety training
- Guest relations training
- "Q2" training
- Management training including coaching & progressive disciplinary action plan
- Respect our Planet training
- Crew Recognition/Incentive Programs

Describe the frequency of monitoring conducted. Who will review documents prepared by your office?

Waterbus monitoring will be conducted on a daily basis. Hornblower will utilize guest survey cards on each WaterBus vessel. These guest survey cards will give Hornblower immediate feedback from riding passengers. Hornblower will also use a checks a balances system where the Port Captain will oversee the Captains and the Captains will oversee the dock attendants. Any issues of compliances will be immediately reported directly to the Contract Supervisor.

All documents prepared by Hornblower Yachts, LLC will be reviewed by:

- Contractor's Representative, Port Captain of Marina del Rey, Nick Maxwell
- Supervisor, Director of Operations & Guest Services, Brad Falkenstein
- Vice President & General Manager, Kevin Lorton

Describe the steps taken to correct deficiencies reported by the Department

The Contract Representative and General Manager will examine and discuss any deficiencies reported by the Department. After thorough analysis, the management team will develop a strategy to immediately correct the deficiencies and discuss with any affected crew members. In the following weeks this deficiency will be a topic of discussion and in some way included as a tip of the week in the future pre-shift meetings.

Describe your response time to complaints received by the Department

Hornblower Yachts, LLC will respond immediately to any Department of Beaches & Harbors complaint or request for immediate improvement. Within 24 hours, we will meet and or conference with the Department of Beaches and Harbors to discuss the inadequacies and work as quickly as possible to correct the deficiency.

Describe your documentation methods of all monitoring results, including corrective action taken

In addition to any Department of Beaches & Harbors effort to monitor the quality of work, Hornblower will regularly measure guest satisfaction through:

- Onboard comment cards (as approved by the Department of Beaches & Harbors)
- Onboard interaction
- Undercover Shopper Cruisers scheduled randomly
- Surprise, unscheduled inspections of boarding locations & vessels by managers



In the event that the Department of Beaches & Harbors complains of inadequate work or our own team discovers any deficiencies, we will implement the appropriate changes utilizing Hornblower's current channels for product improvement.

Provide Samples of forms used in monitoring

All of the following are attached:

Hornblower Yachts, LLC Crew Handbook (*Proprietary & Confidential*)

All vessel operators and dock attendants, supervisors and any other crew member affiliated with the operation of the water bus will be considered Hornblower crew and be expected to meet all requirements outlined in the attached Hornblower Crew Handbook.

Vessel Log Sheet (*Proprietary & Confidential*)

All captains will complete a vessel log sheet daily that details cruise route and passenger counts.

Vessel Interval Log Sheet (*Proprietary & Confidential*)

All dock attendants will use this sheet to track the wait times between passenger departures and pick-ups by vessel.

Pre-Shift Dock Checklist (*Proprietary & Confidential*)

All dock attendants will utilize this sheet to track their inspection of the dock prior to water bus service.

WaterBus Passenger Sheet (*Proprietary & Confidential*)

All dock attendants will utilize this sheet for accurate accounting of ticket and annual pass sales.

WaterBus Bank Reconciliation Sheet (*Proprietary & Confidential*)

All dock attendants will complete and sign for their bank at the end of each shift.

Hornblower Captain Event Report (*Proprietary & Confidential*)

All captains will complete a daily event report that details weather, cruise route, guest comments & feedback and captain comments on crew performance.

Documentation of Crew Coaching & Counseling Session (*Proprietary & Confidential*)

Hornblower Yachts, LLC follows a detailed disciplinary program for any substandard crew. The appropriate forms are attached.

Scheduling Forms (*Proprietary & Confidential*)

Provided are four forms used by Hornblower Yachts, LLC currently for scheduling purposes. Attached are 1) weekly schedule, 2) crew availability form, 3) day off request form & 4) shift change request form.

Mandatory Employment Application Addendum (*Proprietary & Confidential*)

All Hornblower onboard crew are required to provide a urine specimen for the Federal Department of Transportation compliance drug test under the Employee Information Services – MARITIME Program.

Hornblower Internal Incident Report (*Proprietary & Confidential*)

Internal report filled out by appropriate crew detailing all aspects of any incident including witnesses, incident type, injury type, injured party information, location, manager in charge and any other pertinent information.

Hornblower Quality Control Plan

Hornblower's commitment to quality is clearly outlined through the Southern California Crew Handbook, which is an attached document. The handbook outlines all aspects of the Hornblower culture as well as the policies that support this culture and the commitment to safety and quality. From effective hiring to explanation on the Hornblower style to policies on security and loss prevention, the Crew Handbook provides a robust platform outlining the organizations' overall approach to fulfilling its quality goal of "We Create Amazing Experiences!"

PROPOSER'S EEO CERTIFICATION

Hornblower Yachts, LLC

 Company Name

Pier 3, Hornblower Landing

 Address

94-2699024

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, 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 of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(X)	()

 Signature
 Kevin Lorton, Vice President / General Manager

 Name and Title of Signer (Please Print)

 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 proposer is excepted from the Program.

Company Name: Hornblower Yachts, LLC			
Company Address: Pier 3, Hornblower Landing			
City: San Francisco	State: CA	Zip Code: 94111	
Telephone Number: (415) 983-8241			
Solicitation For <u>MDR WaterBus</u> 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 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: Kevin Lorton	Title: Vice President / General Manager
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Hornblower Yachts, LLC

Proposer Name

Vice President / General Manager

Proposer Official Title

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring 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, 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/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County)/ X NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO X N/A (Program not available)

Proposer Organization: Hornblower Yachts, LLC

Signature: _____

Print Name: Kevin Lorton

Title: Vice President / General Manager Date: _____

Tel. #: (949) 478-7607 Fax #: (949) 548-8856

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and

- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**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: Hornblower Yachts, LLC
COUNTY VENDOR NUMBER: 14896601

- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

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 checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 643						
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				4	14	16
Hispanic/Latino			6	4	122	51
Asian or Pacific Islander			4	2	39	31
American Indian			1		2	1
Filipino <small>*Classified under Asian or Pacific Islander</small>						
White	1		42	40	154	110

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	%	%	%	%	%	100 %
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 Kevin Lorton	Authorized Signature	Title Vice President / General Manager	Date
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CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Hornblower Yachts, LLC

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Nick Maxwell
 Title: Port Captain
 Address: 13755 Fiji Way
Marina del Rey, CA 90292
 Telephone: (928) 575-7582
 Facsimile: (310) 822-0881
 E-Mail Address: nmaxwell@hornblower.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Kevin Lorton
 Title: Vice President / General Manager
 Address: 13755 Fiji Way
Marina del Rey, CA 90292
 Telephone: (949) 478-7607
 Facsimile: (310) 822-0881
 E-Mail Address: klorton@hornblower.com

Name: Brad Falkenstein
 Title: Director of Operations and Guest Services
 Address: 13755 Fiji Way
Marina del Rey, CA 90292
 Telephone: (310) 497-0332
 Facsimile: (310) 822-0881
 E-Mail Address: bfalkenstein@hornblower.com

Notices to Contractor shall be sent to the following:

Name: Kevin Lorton
 Title: Vice President / General Manager
 Address: 13755 Fiji Way
Marina del Rey, CA 90292
 Telephone: (949) 478-7607
 Facsimile: (310) 822-0881
 E-Mail Address: klorton@hornblower.com

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Hornblower Yachts, LLC		
Company Address: Pier 3, Hornblower Landing		
City: San Francisco	State: CA	Zip Code: 94111
Telephone Number: (415) 983-8241	Email address: klorton@hornblower.com	
Solicitation/Contract For <u>MDR WaterBus</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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: Kevin Lorton	Title: Vice President / General Manager
Signature:	Date:

Date: _____

**REQUEST FOR DVBE PREFERENCE PROGRAM
CONSIDERATION**

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

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran 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 Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm Hornblower Yachts, LLC	County Webven No. 14896601
Print Name: Kevin Lorton	Title: Vice President / General Manager
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>



Fight Global Warming

Carbonfund.org is leading the fight against climate change by providing individuals and businesses cost-effective solutions to reduce their climate impact. Our goal is to hasten the market transformation to clean technologies and to help every individual and business make carbon neutrality business as usual.

Reduce What You Can, Offset What You Can't™

We stress the dual importance of reducing energy use and supporting carbon offset projects, such as wind energy and reforestation to zero-out your carbon footprint.

What We Do

- Educate about climate change
- Promote direct energy savings
- Provide carbon offset solutions to make any business CarbonFree™
- Support CO2-reducing renewable energy, energy efficiency and reforestation projects
- Communicate corporate success stories



Carbon Offsets

Offset Methods

Carbon offsets represent the reduction of CO2 in one location, like a wind farm in Kansas, to offset the CO2 produced in another, like your vehicle, office or home. We must all reduce our emissions wherever possible, but carbon offsets empower anyone to reduce their climate impact to zero today. Carbonfund.org supports renewable energy, energy efficiency and reforestation projects that reduce and offset CO2 emissions.



3rd Party Certification



Carbonfund.org supports high-quality carbon offset projects in the US and internationally. Carbonfund.org supports the leading certification standards including the Center for Resource Solutions Green-e program, Environmental Resources Trust and the Chicago Climate Exchange. Our portfolio is audited annually.

Corporate Partnerships

CarbonFree™ partners commit to develop a carbon reduction strategy, reduce all or a portion of their carbon footprint and educate their stakeholders about climate change. Over 150 leading corporations and organizations have joined our unique CarbonFree™ program, including:

- Dell** (computers)
- Lancôme** (cosmetics)
- Orbitz** (travel)
- Yakima** (vehicle sport racks)
- National Wildlife Federation** (nature conservation)



Carbonfund.org provides our corporate partners:

- Technical assistance
- CarbonFree™ product certification
- Marketing materials (CarbonFree™ logo, etc.)
- High-quality carbon offsets
- Communications support
- Corporate leadership identification

Our Mission

Carbonfund.org is the leading climate change solution provider in the United States. A 501(c)3 non-profit organization, Carbonfund.org is a mission driven organization that focuses on education, carbon reductions and offsets, and communications and outreach to individuals, companies and other non-profits. We develop innovative and cost-effective solutions that empower people to be part of the solution to climate change and hasten our transformation to a clean energy future. Our motto: Reduce What You Can, Offset What You Can't™.



ALL HANDS ON DECK

The Hornblower Workplace Volunteer Program



Respect Our Planet and Hornblower Cruises & Events cordially invites you to join us and help give back to our community at the...

All Hands On Deck



WHO: Hornblower Employees, Friends & Family

WHAT: Event to clean up Newport & Huntington Beach

WHEN: Saturday, September 7th, 2013
9:00am - 11:00am

WHERE: Pull into Huntington State Beach lot at the end of Magnolia between 8:45-9am. The Gateperson will let you know where we are located

OTHER INFORMATION:

Hornblower will be teaming up with Surfrider Foundation to help clean beautiful Newport/Huntington Beach. Bring sunblock and comfortable footwear to walk around in the sand! Let's "Respect Our Planet" and clean up the area we work and play in everyday!

Sign up today!

Log on to facebook.com/respectplanet to learn more or contact **Cassidy Eastwood**, your friendly Respect Our Planet Coordinator at ceastwood@hornblower.com or **949.574.4334** for more information and to sign up!



RFP EXCEPTION FORM

Proposer's Name Hornblower Yachts, LLC

Address Pier 3, Hornblower Landing

Telephone (415) 983-8241 Fax (866) 728-4998

E-mail Address tmacrae@hornblower.com

I have reviewed the RFP, Appendices, Exhibits and Forms in its entirety and have **NO** exceptions.

I have reviewed the RFP, Appendices, Exhibits and Forms in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

As stipulated in Section 8.25.4 of Appendix A, Sample Contract:

"Insurance covering third-party liability for property damage incurred by the marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$50 million or as approved by the County."

Hornblower Yachts, LLC is proposing \$25 million covering third-party liability for property damage incurred by the marine vessels as well as liability under general maritime law for bodily injury meeting the satisfaction and approval by the County as outlined in the Sample Contract language. This is the same coverage provided by Hornblower as the MDR WaterBus Operator during the previous contract period of 2009 to 2013.

Print Name Kevin Lorton

Signature _____

Date _____