



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
REQUEST FOR PROPOSALS (RFP)  
LANDSCAPE MAINTENANCE SERVICES**

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Exhibit B: Schedule of Duties

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Exhibit E: Guidelines for Assessment of Proposer Labor Law/Payroll Violations

Exhibit F: Living Wage Notice to Employees

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Exhibit I: Listing of Contractors Debarred in Los Angeles County

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

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**1.0 INTRODUCTION**

The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced Proposer to provide landscape maintenance on public grounds in Marina del Rey. The landscape maintenance work will be primarily performed within the public areas of the Marina del Rey Small Craft Harbor, which is managed by the Department. A map showing the boundaries of Marina del Rey is included in Exhibit A.

The selected Proposer shall provide a qualified arborist as needed by the Department, no less than six times per year to survey the condition of trees located on public grounds in Marina del Rey.

The scope of services will include, but is not limited to, the following:

- Mow, edge, aerate, renovate and reseed turf;
- Prune and trim shrubs;
- Remove dead plants;
- Replace annuals;
- Water, cultivate and fertilize the landscaping;
- Control weeds;
- Protect plants from harmful insects;
- Pick-up and remove turf and plant cuttings, thatch, dead leaves, litter and debris;
- Empty, clean and replace trash containers;
- Clean park picnic shelters, fish cleaning shelter, dog run areas and barbeque pits;
- Clean patios, walks, curbs, gutters, drains and signs;
- Clean parking lots in those areas that are inaccessible to street sweepers;
- Repair or replace inoperable irrigation equipment; and
- Perform tree survey's six times per year.

The awarded Contract will be subject to Los Angeles County's Living Wage Program, County Code Chapter 2.201, requiring the Contractor to pay its employees hourly rates of \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits. The provisions of the program are discussed in Section 1.37 of the Request for Proposals (RFP), and Exhibit D.

Qualified organizations may submit a written Proposal in response to this RFP to provide such services. Proposals must be in the form described in this RFP.

### 1.1 OVERVIEW OF SOLICITATION DOCUMENT

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers on how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.
- **APPENDICES:**
  - **A - SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
  - **B - STATEMENT OF WORK:** Explains in detail the required services to be performed by the Contract.
  - **C - REQUIRED FORMS:** Forms that must be completed and included in the proposal.
  - **D - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review
  - **E - COUNTY'S ADMINISTRATION:** Listing of County personnel with authority to act for the County in the administration of the Contract.

- **F - LIVING WAGE FORMS:** Forms that must be completed and included in the proposal.
- **EXHIBITS**
  - **EXHIBIT A - SERVICE AREA MAP (MARINA DEL REY)**
  - **EXHIBIT B - SCHEDULE OF DUTIES**
  - **EXHIBIT C - MINIMUM STAFFING REQUIREMENTS**
  - **EXHIBIT D - LIVING WAGE ORDINANCE**
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  - **EXHIBIT G - LIVING WAGE NOTICE POSTER**
  - **EXHIBIT H - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**
  - **EXHIBIT I - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**
  - **EXHIBIT J - JURY SERVICE ORDINANCE**
  - **EXHIBIT K - IRS NOTICE 1015**
  - **EXHIBIT L - SAFELY SURRENDERED BABY LAW**
  - **EXHIBIT M - DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**
  - **EXHIBIT N - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE 2.206**

## **1.2 TERMS AND DEFINITIONS**

Throughout this RFP, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Section 2.0, Definitions.



**1.3 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work of this RFP, are invited to submit proposal(s), provided they meet the following Minimum Mandatory Requirements:

- Proposers must have a minimum of five years' experience performing significant landscape maintenance service contracts for governmental and/or private organizations.
- Proposers must provide a supervisor who has a minimum of two years' experience relative to the scope of work included in this RFP.
- Proposers must include a staffing plan that ensures staffing needs are met for the delivery of duties as outlined in Exhibit C, Minimum Staffing Requirements;
- Proposers must include verification of the following licenses with the proposal submission:
  - A valid C-27 Landscape Contractor's License;
  - A valid California Pest Control Business License; and
  - A valid registration with the Los Angeles County Agricultural Commission
- Proposers must complete and return required Forms P-1 – P-20 with their proposal.

**1.4 COUNTY RIGHTS AND RESPONSIBILITIES**

No oral amendments of the RFP are authorized and only the Director of the Department has the right to amend the RFP by written addendum. The Department is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which the Department records indicate has received this RFP and attended the mandatory Proposer's conference. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole

discretion of the Department. The County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

**1.5 DIRECTOR TO INTERPRET RFP**

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

**1.6 CONTRACT TERM**

It is anticipated that the Contract term to be recommended to the Board of Supervisors shall be for a period of three years with two one-year renewal options. Renewal options may be exercised at the sole discretion of the Director. In addition to such renewal option terms, the Director may extend the final Contract term on a month-to-month basis for up to six months, at his/her sole discretion. It is further anticipated that the Contract shall become effective on September 1, 2014.

**1.7 CONTRACT RATES**

The Contractor shall be compensated in accordance with the rates proposed on Form P-1. The Contractor's rate shall remain firm and fixed for the term of the Contract and any options exercised.

**1.8 DAYS OF OPERATION**

The Contract work shall be performed seven days per week, including holidays, between the hours of 6:00 a.m. and 3:00 p.m.

**1.9 CONTACT WITH COUNTY PERSONNEL**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Los Angeles County Department of Beaches and Harbors  
Administrative Services Division

Attention: Miguelangel Tamayo, Management Analyst

13483 Fiji Way, Trailer 3

Marina del Rey, CA 90292

[mtamayo@bh.lacounty.gov](mailto:mtamayo@bh.lacounty.gov)

Fax: (310) 821-3134

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

**1.10 FINAL CONTRACT AWARD BY THE BOARD OF SUPERVISORS**

Notwithstanding a recommendation by the Director of the Department, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determination necessary to arrive at a decision to award, or not award, a Contract.

**1.11 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at

[http://doingbusiness.lacounty.gov/main\\_db.htm](http://doingbusiness.lacounty.gov/main_db.htm). *There is an underscore in the address between the words "main and db".*

**1.12 COUNTY OPTION TO REJECT PROPOSALS**

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

**1.13 PROTEST POLICY REVIEW PROCESS**

**1.13.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Section 1.13.3 below.

Additionally, any actual Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award, as the case may be.

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

**1.13.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review for any solicitation for a Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements (Reference Section 2.4 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference Section 3.4 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Section 3.9 in the Selection Process and Evaluation Criteria Section)

**1.14 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT**

**1.14.1** Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) the Department of Beaches and Harbors receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) the Department of Beaches and Harbors releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board policy No.. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department of Beaches and Harbors' proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary."

**1.14.2** The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

**1.15 INDEMNIFICATION AND INSURANCE**

Contractor shall be required to comply with the indemnification provisions contained in *Appendix A, Sample Contract, Sub-paragraph 8.23*. The Contractor(s) shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Appendix A, Sample Contract, Sub-paragraphs 8.24 and 8.25*.

**1.16 SPARTA PROGRAM**

A County program, known as “SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com).

**1.17 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)**

Contractor shall be required to comply with the State of California’s Cal OSHA’S regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

**1.18 BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of Contractor’s staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

**1.19 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS**

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in *Sub-paragraph 7.4* and the Independent Contractor Status provision contained in *Sub-paragraph 8.22 in Appendix A, Sample Contract*.

**1.20 CONFLICT OF INTEREST**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Form P-10, Certification of No Conflict of Interest*.

**1.21 DETERMINATION OF PROPOSER RESPONSIBILITY**

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

**1.21.2** Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

**1.21.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract

with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**1.21.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

**1.21.5** If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

**1.21.6** These terms shall also apply to proposed subcontractors of Proposers on County contracts.

## **1.22 PROPOSER DEBARMENT**

**1.22.1** The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the



Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract by 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.

**1.22.2** If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**1.22.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**1.22.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 1.22.5** If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.
- 1.22.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (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.
- 1.22.7** 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.

**1.22.8** These terms shall also apply to proposed subcontractors of Proposers on County contracts.

**1.22.9** Exhibit I provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

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

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

**1.24 GRATUITIES**

**1.24.1 Attempt to Secure Favorable Treatment**

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

**1.24.2 Proposer Notification to County**

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration.

The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

**1.24.3 Form of Improper Consideration**

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

**1.25 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Form P-12*, as part of their proposal.

**1.26 FEDERAL EARNED INCOME CREDIT**

The Contractor(s) 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 K*.

**1.27 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT**

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Form P-11*, along with their proposal.

**1.28 COUNTY'S QUALITY ASSURANCE PLAN**

After contract award, the County or its agent will evaluate the Contractor's performance under the Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent

with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

### **1.29 RECYCLED BOND PAPER**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in *Appendix A, Sample Contract, Sub-paragraph 8.39*.

### **1.30 SAFELY SURRENDERED BABY LAW**

The Contractor(s) 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 L of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **1.31 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

**1.31.1** The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

**1.31.2** The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.33.

**1.31.3** The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Sub-paragraph 1.32, Jury Service Program.

**1.31.4** The County also has a *Policy on Doing Business with Small Business* that is stated in *Exhibit H*.

**1.32 JURY SERVICE PROGRAM**

The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Ordinance, Exhibit J*, and the pertinent jury service provisions of the *Sample Contract, Appendix A, Sub-paragraph 8.8*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

**1.32.1** The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

**1.32.2** There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary or a business dominant in its field of operation.” The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

**1.32.3** If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Certification Form and Application for Exception, Form P-9*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

### **1.33 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**1.33.1** The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business



must be certified by the Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

**1.33.2** To apply for certification as a Local SBE, businesses may register with the Internal Services Department at <http://laosb.org>

**1.33.3** Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form – *Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, Form P-14* with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

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

#### **1.34 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

#### **1.35 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Form P-2, Proposer’s Organization Questionnaire/Affidavit*. Failure of the Proposer to

provide this information may eliminate its proposal from any further consideration.

### **1.36 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501(c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

To request the Transitional Job Opportunities Preference, Proposer must complete the *Transitional Job Opportunities Preference Application – Form P-15* and submit it along with all supporting documentation with their proposal.

**1.37 LIVING WAGE PROGRAM**

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the *Living Wage Ordinance, Exhibit D*, and the pertinent living wage provisions of the *Sample Contract, Appendix A, Sub-paragraph 9.1*, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

**1.37.1 Evaluation of Contractor's History of Labor Law/Payroll Violations** In evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination). To facilitate this process, contractors must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth in *Form LW-1, Appendix F*, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations (See Exhibit E, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

**1.37.2** If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, no less than 10 days prior to submission of the proposal, the Application for Exemption, as set forth in *Form LW-4, Appendix F* and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

**1.37.3** The Living Wage Program requires Contractors and their Subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as \$11.84 per hour without health benefits, and \$9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Contractor Living Wage Declaration, *Form LW-3, Appendix F* and submit it with the proposal.

**1.37.4** The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in *Form LW-6, Appendix F* using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the

Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

**1.37.5** Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.

- At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
- The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.

**1.37.6** The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.

**1.37.7** Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code,

Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Exhibit M.

**1.37.8** Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, *Determinations of Contractor Non-Responsibility and Contractor Debarment, Exhibit M.*

### **1.38 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the *Defaulted Tax Program Ordinance, Exhibit N*, and the pertinent provisions of the *Sample Contract, Appendix A, Sub-paragraph 8.51 and 8.52*, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing *Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Form P-17, Appendix C, Required Forms*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

**1.39 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)**

**1.39.1** The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

**1.39.2** Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

**1.39.3** In no case 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.

**1.39.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.

**1.39.5** To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the *Request for Disabled Veteran Business Enterprise Consideration form in Appendix C, Required Forms, P-18*, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found 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 Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

### **1.40 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.



**2.0 PROPOSAL SUBMISSION REQUIREMENTS**

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

**2.1 COUNTY RESPONSIBILITY**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

**2.2 TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, incomplete or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**2.3 RFP TIMETABLE**

**The timetable for this RFP is as follows:**

- Release of RFP.....**April 16, 2014**
- Request for a Solicitation Requirements Review Due.....**April 28, 2014**
- Written Questions Due.....**May 5, 2014**
- Proposers Conference.....**May 5, 2014**
- Questions and Answers Released.....**May 8, 2014**
- Submission of Application for Exemption to  
Living Wage Program.....**May 6, 2014**

**Proposals Due by May 13, 2014, 2:00 p.m., Pacific Standard Time**

**2.4 SOLICITATION REQUIREMENTS REVIEW**

Any person or entity may seek a Solicitation Requirements Review by submitting *Attachment D, Transmittal Form to Request a Solicitation Requirements Review* to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the

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## PROPOSAL SUBMISSION REQUIREMENTS

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Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

### **2.5 PROPOSERS' QUESTIONS**

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the individual identified below.

All questions must be received by **May 5, 2014**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question.

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## PROPOSAL SUBMISSION REQUIREMENTS

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This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Questions should be addressed to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division

Attention: Miguelangel Tamayo, Management Analyst

13483 Fiji Way, Trailer 3

Marina del Rey, CA 90292

Fax: (310) 821-3134

Email: [mtamayo@bh.lacounty.gov](mailto:mtamayo@bh.lacounty.gov)

### 2.6 MANDATORY PROPOSERS' CONFERENCE

On May 5, 2014, at 1:30 p.m., a Mandatory Proposers Conference will be held at the Dockweiler Youth Center, 12505 Vista del Mar, Los Angeles, CA 90245.

**Attendance is mandatory. Proposals received from any Proposer failing to attend this Conference will be rejected.**

All persons/entities planning to submit a Proposal should read the RFP before attending the meeting. Questions and answers from the meeting will be distributed to all persons who obtained a copy of the RFP from the Department as well as those present at the meeting. The County will not be able to respond to questions raised after the meeting. A date for a guided tour of the service areas will be announced at the Mandatory Proposer's Conference.

### 2.7 SUBMISSION OF APPLICATION FOR EXEMPTION TO LIVING WAGE PROGRAM

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage

Program, then the Proposer must complete and submit to the County, by **May 6, 2014**, the Application for Exemption, as set forth in Form LW – 4, Appendix F, including all necessary documentation to support the claim. Proposer will be notified by **May 8, 2014** of the County's decision.

**2.8 PROPOSALS IRREVOCABLE FOR 180 DAYS**

All Proposals shall be firm and may not be revoked for a period of 180 days following the final date for submission. The Proposal price must accurately reflect the cost of performing the Contract work in accordance with the terms and conditions of the Contract. However, the Director may, upon written request, permit withdrawal of a Proposal at his sole discretion.

**2.9 PROPOSAL SUBMISSION**

**THE DEADLINE FOR RECEIPT OF PROPOSALS IS May 13, 2014, 2:00 p.m.**

Proposals must be received at the address listed below by the deadline date and time. In addition, Proposer shall provide a copy of its proposal on a Compact Rewriteable Disc. Postmarks will be disregarded. Proposals are mailed at the Proposer's risk. One original and five copies, each securely bound or stapled and enclosed in a sealed envelope or box, must be delivered to:

Department of Beaches and Harbors  
Attention: Miguelangel Tamayo, Management Analyst

13837 Fiji Way

Marina del Rey, CA 90292

Landscape Maintenance Services RFP

**It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Sub-paragraph 2.3, RFP Timetable, will not be accepted and will be returned to**

**the sender unopened. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

## **2.10 REQUIRED FORMAT AND CONTENT OF PROPOSAL**

Proposals shall be developed according to the guidelines set forth in this Section. The Proposals must be specific and complete in every detail. Failure of a Proposal to conform to these requirements may result in its rejection. All Proposals and documents shall be written in the English language and prepared using at least a 10 point font.

The Proposal must include the following, in the following sequence:

### **2.10.1 Cover Page**

Proposer shall identify the Request for Proposal by title, firm's name and address, and the name, telephone number, fax number, and e-mail address of the person authorized to make representations for the Proposer and commit the Proposer to a Contract.

### **2.10.2 Executive Summary**

Proposer shall provide a summary of its Proposal including a broad understanding of the Proposer's approach, qualifications, experience and staffing.

### **2.10.3 Table of Contents**

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **2.10.4 Forms:**

#### **1. Offer to Perform - Form P-1**

Complete and sign the Offer to Perform (Form P-1). Failure to submit the requested rates on Form P-1 shall be grounds for rejection of the proposal. The price proposal should reflect the Proposer's hourly rates and annual staffing hours and cost to provide daily landscape maintenance services. Additionally, an hourly rate for additional work shall also be provided. The rates submitted shall provide full

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## PROPOSAL SUBMISSION REQUIREMENTS

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compensation to the Contractor(s) including any benefits, direct and indirect costs, overhead, profit and support staff costs. It is the responsibility of the Proposer in calculating the proposal price to take into consideration the possible escalation of wages, material and other costs during the Contract term. The Offer to Perform shall: (1) state whether the Proposer is an individual proprietor, partnership, joint venture, corporation, limited liability company or other form of entity; (2) identify persons authorized to accept service of legal process in California; and (3) identify the name, title, address and telephone number of each person who is authorized to bind the Proposer to performance of the Contract work.

The Offer to Perform shall be signed as follows:

- If an individual or sole proprietor, by the individual owner;
- If a corporation, by two authorized officers;
- If a partnership, by an authorized general partner;
- If a joint venture, by all joint ventures; and
- If a limited liability company, by the managing member or other person(s) specifically authorized by the operating agreement.

### **2. Proposer's Organization Questionnaire/Affidavit - Form P-2**

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit (Form P-2). **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

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## PROPOSAL SUBMISSION REQUIREMENTS

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If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

### **Required Support Documents:**

#### **Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the Proposal:

- (1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- (2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

#### **Limited Partnership:**

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

#### **Pending Litigation and Judgments:**

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

### **3. Prospective Contractor List of Contracts - Form P-3**

Complete the Prospective Contractor List of Contracts (Form P-3). The listing must include all contracts with public entities for the last three years. Use additional sheets if necessary.

**4. Prospective Contractor List of Terminated Contracts - Form P-4**

Complete the Prospective Contractor List of Terminated Contracts (Form P-4). The listing must include contracts terminated within the past three years with a reason for the termination.

**5. Staffing and Work Plan - Form P-5**

Submit a Staffing and Work Plan (Form P-5) consistent with the Contract work describing:

- Resumes of Proposer, Proposer's staff and supervisor(s), including experience of key employees who will be responsible for planning, supervising and inspecting the Contract work;
- How Proposer shall specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit C, Minimum Staffing Requirements;
- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working;
- Proposer's vehicles, supplies, uniforms, badges and materials and how they will be operated to perform the Contract work;
- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department;
- Proposer's training provided to its staff, including orientation, use of chemicals and safety usage of equipment.

**6. Business and Financial Summary - Form P-6**

Complete and sign the Business and Financial Summary (Form P-6). False statements may be cause for disqualification or debarment. The submission of financial statements and client credit references shall constitute permission by the Proposer for the Department to check, verify, and have certified all information contained in such statements. The following information must be attached:

- At a minimum, five references of contracts/assignments currently being performed or which have been completed in the last five



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## PROPOSAL SUBMISSION REQUIREMENTS

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years. It is the Proposer's sole responsibility to ensure that the firm's name and point of contract's name, title and phone number for each reference is accurate. Proposer's references listed on Form P-6 will be evaluated based on the information provided by the telephone contact. The following factors will negatively impact a Proposal's reference score:

- References that fail to substantiate Proposer's description of the services provided;
  - References that fail to support that Proposer has a continuing pattern of providing capable, productive and skilled services;
  - The Department is unable to reach the point of contact with reasonable effort (8:00 a.m. to 5:00 p.m., Monday through Thursday). It is the Proposer's sole responsibility to inform the point of contact of the working hours when the reference checks will occur.
- Narrative of Proposer's background and experience and how it is specifically related to the landscape maintenance services requested in this RFP;
  - Location of office;
  - Number of full-time workers employed;
  - Copies of required licenses held by Proposer as stated in Section 1.3, Minimum Mandatory Requirements;
  - Description of size and organizational structure;
  - Evidence of insurability (a letter of commitment; binder or certificate of current insurance coverage) from an insurance company setting forth coverage meeting the limits and other requirements of Section 8.25 of Attachment A, Sample Contract.

### **7. Quality Control Plan - Form P-7**

Proposer shall complete a comprehensive Quality Control Plan (Form P-7) to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Attachment B,

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## PROPOSAL SUBMISSION REQUIREMENTS

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Statement of Work and Attachment B-1, Performance Requirements Summary Chart. Failure to submit or fully complete Form P-7 may be grounds for rejection of the Proposal.

**8. Proposer's EEO Certification - Form P-8**

The Proposer shall complete and sign the Proposer's Certification (Form P-8) and submit it as part of the Proposal. Failure to submit Form P-8 may be grounds for disqualification.

**9. Contractor Employee Jury Service Program Certification Form and Application for Exemption - Form P-9**

Proposer shall complete and sign the Contractor Employee Jury Service Program Certification Form and Application for Exemption (Form P-9). Failure to submit or fully complete Form P-9 may be grounds for disqualification.

**10. Certification of No Conflict of Interest - Form P-10**

Proposer shall complete and sign the Certification of No Conflict of Interest Form (Form P-10). Failure to submit or fully complete Form P-10 may be grounds for disqualification.

**11. Attestation of Willingness to Consider GAIN/GROW Participants - Form P-11**

Proposer's shall complete and sign the Attestation of Willingness to Consider GAIN/GROW Participants Form (Form P-11). Failure to submit or fully complete Form P-11 may be grounds for disqualification.

**12. Familiarity with the County Lobbyist Ordinance Certification - Form P-12**

Proposer shall complete and sign the Familiarity with the County Lobbyist Ordinance Certification (Form P-12). Failure to submit or fully complete Form P-12 may be grounds for disqualification.

**13. Certification of Independent Price Determination & Acknowledgment of RFP Restrictions - Form P-13**

Proposer shall complete and sign Certification of Independent Price Determination & Acknowledgment of RFP Restrictions (Form P-13). Failure to submit or fully complete Form P-13 may be grounds for disqualification.

**14. Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Form P-14**

The Proposer shall complete and sign the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form P-14). Failure to submit or fully complete Form P-14 may be grounds for disqualification.

**15. Transitional Job Opportunities Preference Application (If Applicable) - Form P-15**

Complete the Transitional Job Opportunities Preference Application (if applicable) and provide all supporting documents.

**16. Contractor's Administration - Form P-16**

The Proposer shall complete Contractor's Administration, Form P-16, and designate the Contractor's Representative, who shall be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

**17. Certification of Compliance with the County's Defaulted Property Tax Reduction Program - Form P-17**

Proposer shall complete and return the Certification of Compliance with the County's Defaulted Tax Reduction Program. Failure to submit or fully complete Form P-17 may be grounds for disqualification.

**18. Request for Disabled Veteran Business Enterprise Consideration Form P-18**

Proposer shall complete and return the Request for Disabled Veteran Business Enterprise Consideration form demonstrating it meets the requirements of this preference as defined in Section 1.39.

**19. Proposer's Green Initiatives - Form P-19**

Using Form P-19, Proposer shall present a description of its proposed plan for complying with the green requirements as described in Section 11.0 of the Statement of Work. Describe Proposer's current environmental policies and practices and those proposed to be implemented.

**20. RFP Exception Form - Form P-20**

Using Form P-20, the Proposer may provide for any exceptions to the stated terms, conditions and requirements. The County reserves the right to determine if Proposer's exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation. The County reserves the right to make changes to the RFP, its attachments, Exhibits and Forms at its sole discretion.

**Contract Signature Page**

Proposer shall sign and include two copies of the signature page of the Contract with its proposal.

**2.11 REQUIRED FORMAT AND CONTENT OF PROPOSAL - LIVING WAGE COMPLIANCE**

The Living Wage Program requires that contractors demonstrate both during procurement and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage. A review/evaluation will be made based on the information requested in this Section. The Living Wage forms are included in Appendix F, Required Forms and should be completed and included with the proposal.

**2.11.1 Financial Capability**

Provide copies of the company's most current and prior two (2) fiscal years (for example 2011 and 2012) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the

nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. Submitted audited statements may receive higher evaluation scores than other financial statements.

**2.11.2 Proposer's Staffing Plan**

Proposer must submit a staffing plan that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff. A sample for the staffing plan is shown in Model Contractor Staffing Plan, *Living Wage Form LW-6, Appendix F*.

**2.11.3 Proposer's Acknowledgement and Statement of Compliance**

The Acknowledgement and Statement of Compliance, *Living Wage Form LW-1, Appendix F* is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes.

**2.11.4 Labor/Payroll Debarment History**

Should the Proposer have violations to report, Proposer shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on *Living Wage Form LW-2, Appendix F Acknowledgement and Statement of Compliance Labor/Payroll/Debarment History*.

**2.11.5 Contractor Living Wage Declaration**

The Contractor Living Wage Declaration, *Living Wage Form LW-3, Appendix F* is a statement that the Contractor will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

**2.11.6 Application for Exemption**

If the Proposer claims exemption from the Living Wage Ordinance, Proposer shall complete, sign and submit the Application for Exemption, *Living Wage Form LW-4, Appendix F*. **Proposers who believe they may be entitled to an exemption must submit the Application for Exemption and related documentation no later than May 6, 2014.**

**2.11.7 Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance**

Proposer is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
  - a. Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?

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## PROPOSAL SUBMISSION REQUIREMENTS

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- b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
  - c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
  - d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
  - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the

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## PROPOSAL SUBMISSION REQUIREMENTS

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check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.

- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.



- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

**2.12 ADDITIONAL INFORMATION**

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

**2.13 PROPOSALS MUST FOLLOW REQUIRED FORMAT**

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

### **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

#### **3.1 SELECTION PROCESS**

The County reserves the sole right to judge the contents of the Proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **May 13, 2014**.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. At the County's discretion, additional information may be requested from Proposers to clarify and explain Proposals.

The County, at its option, may invite Proposers to make an oral presentation to the Committee or to conduct a site visit with the Committee as a further means of clarifying information submitted in the Proposals. While there will be no additional points awarded for an oral presentation or site visit, it is possible that evaluators, in their sole discretion, may choose to alter scores based on the clarifying information, and prior to the finalization of any such scores(s).

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

After a prospective Contractor has been selected, the County and the prospective Contractor will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as

determined by the County. The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor. The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

### **3.2 EXECUTION BY SELECTED PROPOSER**

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

### **3.3 ADHERENCE TO MINIMUM REQUIREMENTS (Pass/Fail)**

Department shall review the Proposer's Organization Questionnaire/Affidavit, Form P-2, and determine if Proposer meets the minimum requirements as outlined in Minimum Mandatory Requirements, Section 1.3, of this RFP. Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County, in its sole discretion, may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### **3.4 DISQUALIFICATION REVIEW**

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

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

### **3.5 EVALUATION SCORING**

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

Proposal Price – 40 percent

Approach to Contract Requirements – 30 percent

Experience and Organizational Resources – 20 percent

Living Wage Compliance – 10 percent

### **3.6 ITEMS CONSIDERED BY EVALUATORS**

In determining how well Proposals meet these criteria, the Evaluation Committee will consider the following items (but may also consider others):

#### **1. Price**

A maximum score of 400 points is possible for this category. The annual cost to provide landscape maintenance services will be evaluated, with the maximum number of possible points awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost proposal and points will be awarded accordingly. However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or the Disabled Veteran Business Enterprise Performance, the cost component points will be determined as follows:

**Local SBE Preference:** Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000 and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

**Transitional Job Opportunities Preference:** Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

**Disabled Veteran Business Enterprise Preference:** Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000.

#### **2. Approach to Contract Requirements**

A maximum score of 300 points is possible for this category. The Proposer's demonstrated understanding of the Contract work and proposed approach to the various elements of work, the Proposer's grasp of the County's and the Department's unique requirements; the Proposers Quality Control Plan (Form

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## SELECTION PROCESS AND EVALUATION PROCESS

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P-7); and the likelihood that the Proposer will respond appropriately to the Department's assignments, based on the Proposer's Work Plan (Form P-5).

### 3. Experience and Organizational Resources

A maximum score of 200 points is possible for this category. Evaluators will consider the qualifications and experience of the Proposer and staff; Evaluators will evaluate Proposer's stability, the Proposer's ability to furnish supplies and meet obligations required by the contract, based on:

- Proposer's Business and Financial Summary, (Form P-6);
- Copies of required licenses held by Proposer;
- Nature, size, scope and outcome of past and current contracts;
- Proposer's compliance with green initiatives (Form P-19);
- Evidence of insurability;
- In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions; and
- A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section 2.10.4 of the RFP.

### 4. Living Wage Compliance

A maximum score of 100 points is possible for this category. A review/evaluation will be made based on the information provided in response to Section 2.11. The review/evaluation will include:

1. Financial Capability
2. Proposer's Staffing Plan
3. Demonstrated Controls over Labor/Payroll Record Keeping

Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information as requested in Section 2.11.

The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

### **3.7 LABOR LAW/PAYROLL VIOLATIONS**

Applying criteria as established in Exhibit E of this RFP, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

### **3.8 SUPPLEMENTAL DOCUMENTS**

Within fifteen days after acceptance of its Proposal by the Board of Supervisors, or before the starting date of the Contract, whichever comes first, the selected Proposer(s) shall provide the CA with satisfactory written proof of insurance complying with section 8.24 of the Appendix A, Sample Contract.

### **3.9 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW**

#### **3.9.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other

Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.9.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

### **3.9.2 Proposed Contractor Selection Review**

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.



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## **SELECTION PROCESS AND EVALUATION PROCESS**

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- b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (See Section 3.10 below)

### **3.10 COUNTY INDEPENDENT REVIEW PROCESS**

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1. The person or entity requesting a County Independent Review is a Proposer;
- 2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

## **SELECTION PROCESS AND EVALUATION PROCESS**

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3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.9.2 above.

Upon completion of the County Independent Review, the Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

**APPENDIX A**  
**SAMPLE CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
SAMPLE CONTRACT  
LANDSCAPE MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
SAMPLE CONTRACT  
LANDSCAPE MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
SAMPLE CONTRACT  
LANDSCAPE MAINTENANCE SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

\_\_\_\_\_  
**FOR  
LANDSCAPE MAINTENANCE SERVICES**

This Contract and Exhibits made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide landscape maintenance services on public grounds in Marina del Rey.

**RECITALS**

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250, the County may contract with private businesses to perform services when it is more economical or feasible to do so; and

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

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Landscape Maintenance 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:

## 1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the landscape maintenance services 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 F and Exhibits A through O 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 Facilities and Property Maintenance 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 **Living Wage Program** - Mandated by Los Angeles County Code Chapter 2.201.
- 2.14 **Offer to Perform** – Form P-1 of the RFP.
- 2.15 **Performance Standard** – The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.16 **Proposer** – Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.17 **Request for Proposals (RFP)** – All parts of this document, including its attachments, exhibits and forms.
- 2.18 **Statement of Work** – Explains in detail the Work to be performed by the contract.
- 2.19 **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 September 1, 2014 or upon execution by the County's Board of Supervisors, whichever occurs later, and unless sooner terminated or extended, in whole or in part, as provided in this Contract.

#### **4.2 Two One-Year/Six Month-to-Month Extensions**

If 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 Director may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to six one-month extensions may be granted, which shall be effective only if executed in writing by the Director

or Chief Deputy. 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 landscape maintenance services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, Offer to Perform, 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 maximum annual amount by up to 10 percent during the Contract term, or any extension periods, subject to the availability of funds in the Department's budget.

**5.3 Increase or Decrease in Service Area**

Should the facilities to be maintained (Statement of Work, Section 8.3) be modified in accordance with Statement of Work, Section 8.1, the Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs at the effective date of this Contract.

**5.4 Additional Work**

The Contractor shall be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 5.1 and 8.47. Special events, emergencies and special or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

**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, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled work additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. 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 J 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 sub-paragraph 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](http://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, BUILDINGS 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 7.4 – 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:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$2 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 Professional Liability/Errors and Omissions** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.25.5 Pollution Liability** Pollution Liability coverage with a limit of not less than \$1 million per occurrence and \$2 million aggregate covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and cleanup costs incurred arising out of the work or services to be performed under this Contract.

## **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 K.

**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 L of this Contract and is also available on the Internet at [www.babysafela.org](http://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.

**8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour



towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the

Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked,

the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and

information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### **9.1.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the

concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly

living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed

liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who

has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

**9.1.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

**9.1.11 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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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.

CONTRACTOR:

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**APPENDIX B**  
**STATEMENT OF WORK**

**LANDSCAPE**  
**MAINTENANCE SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
LANDSCAPE MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**  
**STATEMENT OF WORK**  
**LANDSCAPE MAINTENANCE SERVICES**

**1.0 GENERAL REQUIREMENTS**

**1.1 Contractor's Work Plan**

Subject to all other terms and conditions of the 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.

**1.2 Materials, Labor and Expenses**

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

**1.3 Obstruction and Noise**

Contractor shall use its best efforts to avoid causing any unnecessary obstruction and inconvenience to traffic or noise in the performance of the requested work.

**1.4 Restriction on Blowers and Power Equipment**

Contractor shall observe reasonable limits set by the Contract Administrator on the time and place of operation of leaf blowers and other power equipment.

**1.5 No Vehicle Access on Bike Paths or Pedestrian Sidewalks**

Motor vehicles used in the performance of the contract work shall not be driven on bike paths or pedestrian sidewalks unless essential for performance of duties and public safety.

## **2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS AND/OR SITE LOCATIONS**

- 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. Such amendments and modifications may be made by the Director or his/her designee.
- 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 and shall not relieve the Contractor of its duty as to the remaining dates of service.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator 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 Attachment A, Sample Contract.
- 2.5** All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 8.1, Amendments.

## **3.0 CONTRACTOR'S QUALITY CONTROL PLAN**

- 3.1** The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Contract Administrator for review and may be subject to amendment by the Director or his designee. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- Documentation methods of all monitoring results, including any corrective action taken; and
- Steps taken to correct deficiencies reported by the Department or discovered by your reviewer.

#### **4.0 QUALITY ASSURANCE PLAN**

The County 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 General Requirements**

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

##### **4.2 Contract Discrepancy Report (Attachment B-1)**

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 three 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.

**4.3** 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.

**4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Attachment B1, Performance Requirements Summary or proceed with Contract termination as provided in Attachment A, Sample Contract, subparagraph 8.43, Termination for Default.

**4.5 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's Contract Administrator**

**5.1.1** The Facilities and Property Maintenance Division of the Department shall be the Contract Administrator (CA) and have the authority to act for the County in the administration of the Contract except where action of the Director or another official 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 and shall be available to County staff 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 CR.

#### **5.2.2 Contractor's Office**

The Contractor shall maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone. 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.

5.2.3 The CR shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Contract work. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractor shall obtain the approval of the CA before replacing the CR.

### **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 work. 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 7.3 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.
- 5.3.8** The Contractor's employees are subject to reasonable dress codes when on County property; shall not bring visitors onto the work site; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, CA and law enforcement; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

**5.3.9** The Contractor's employees who are assigned to operate any motor vehicle shall have a valid operator's license for the type of motor vehicle to be operated.

**5.3.10 Supervisor**

The Contractor shall provide a supervisor with no less than two years' experience in projects of the size called for by the Contract. The CR may act as the Supervisor. The Supervisor shall be authorized to act for the Contractor in every detail and must understand English.

**5.3.11 Crew**

Contractor shall provide the services of sufficient staff to perform the Contract in accordance with this Statement of Work and each term and condition of the Contract.

**5.3.12 Required Licenses/Registration**

Contractor shall be required to maintain the following licenses throughout the term of the Contract:

- Valid C-27 Landscape Contractor's License
- Valid California Pest Control Business License
- Valid Applicator's License with B or Higher
- Valid Registration with Los Angeles County Agricultural Commission

**5.4 Communication with Department**

The Contractor shall return calls from the Department 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.

## **5.5 Contractor to Notify Employees of Rights under Living Wage Ordinance**

The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:

- A handout to each employee (Exhibit F); and
- A notice posted in a conspicuous place in the work area (Exhibit G)

## **6.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY**

County is not required to furnish storage for the Contractor's equipment or supplies.

### **6.1 Keys and Gate Cards**

The County will provide the Contractor with keys and/or gate cards that are required to gain access to the facilities requiring landscape maintenance service. In the event of any lost or stolen key or gate cards, the CR shall report to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

**6.2** The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

### **6.3 Acceptance of Facilities**

The Contractor acknowledges personal inspection of the public grounds, accepts their present physical condition and agrees to make no demands upon the County for their improvement or alteration.

#### **6.4 Damage to County Property**

County property damaged by the Contractor's employees shall be repaired or replaced by the contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

#### **6.5 Damage by Weather and Third Parties**

Damage to the trees that is caused by either an abnormal atmospheric event, such as by way of example and not limitation, a strong wind, heavy rain, extreme temperature, or an act of a third party shall be repaired by the Contractor to the satisfaction of the CA and without cost to the County, except in those instances where the cost of repair exceeds one thousand dollars.

#### **6.6 Reporting Injury, Theft, Damage or Vandalism**

Immediately upon discovery by the Contractor's staff, the Contract Representative shall report to the CA any injury, theft, damage or vandalism to the facilities. The report shall be in writing and on a form that is acceptable to the CA.

#### **6.7 Reporting Emergency Repairs**

The Contract Representative shall immediately report to the CA any condition of the facilities requiring emergency repairs including, but not limited to, broken water pipes or exposed electrical wires. After hours notification shall be made to the Marina Maintenance Supervisor at (310) 305-9555.

### **7.0 EQUIPMENT FURNISHED BY CONTRACTOR**

#### **7.1 Contractor to Furnish Supplies and Equipment**

Except for the items furnished by the County pursuant to Section 6.0, Contractor shall provide all supplies and equipment necessary to perform the Contract work.

## **7.2 Photo Identification**

Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the Contract Administrator.

## **7.3 Uniforms**

The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all of the Contractor's employees while performing the Contract work, and they shall be changed as necessary to ensure that all employees always wear a clean uniform.

## **7.4 Vehicles**

The Contractor shall provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work shall be registered to the Contractor. All such vehicles shall be maintained in good and safe condition and shall be subject to the CA's approval, which shall not be reasonably withheld. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld. The Contractor shall not allow unlicensed employees to drive motor vehicles.

## **7.6 Equipment**

The Contractor shall maintain equipment in a safe, clean condition and free from infectious materials. The equipment shall meet all requirements of applicable ordinances and laws.

## **8.0 SCOPE OF WORK**

### **8.1 Schedule of Services**

The Contractor shall perform all tasks listed in Exhibit B. All tasks shall be performed at the times listed in Exhibit B.

## **8.2 Schedule of Staff**

The Contractor shall ensure the minimum staffing requirements as listed in Exhibit C are met.

## **8.3 Areas to be Maintained**

The Contract work shall be performed in the areas that are owned and controlled by the County within the parcels and roads in the Marina del Rey Small Craft Harbor as listed in Exhibit A.

## **8.4 Hours of Work**

Except as otherwise provided with respect to the application of chemicals, the requested work shall be performed Monday through Friday, excluding Holidays, between the hours of 6:00 a.m. and 3:00 p.m. Emergencies are exempt from any time restrictions.

## **8.5 Watering Hours**

Grounds and landscape watering within street medians, parking lots, parks and other such areas as specified by the CA from time to time shall be conducted only between the hours of 2:30 a.m. and 6:00 a.m. on weekdays only.

## **8.6 Contractor to Provide Qualified Arborist**

Contractor shall provide a qualified, certified arborist, at the request of the Department.

**8.6.1** Contractor shall provide an arborist no less than six times a year to perform tree surveys.

## **8.7 Emergencies**

The Director, in his sole discretion, may determine that an unforeseen incident requires emergency landscape maintenance service. The Contractor shall make such services available within 24 hours of telephone notice.

### **8.8 Unscheduled Work**

The Director shall authorize any unscheduled work not required by the Contract. Authorization shall be provided in writing. The Contractor shall contact the CA for approval before beginning any work. No unscheduled work shall commence without written authorization.

### **8.9 Re-Award of Contract**

If a Contractor is dismissed or resigns from his/her contractual agreement, or if the Contract is terminated for any reason, the County, in its sole discretion, may award the Contract to the next highest ranking and responsive/responsible proposer amongst the original proposals or solicit proposals again.

## **9.0 USE OF CHEMICALS**

### **9.1 Employees Using Chemicals Shall be Licensed**

All requested work involving the use of chemicals shall be performed in compliance with all federal, state and local laws and will be performed by a Qualified Applicator under the direction of a licensed Pest Control Advisor (PCA).

### **9.2 Contract Administrator to Approve Use of Chemicals**

A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet shall be submitted to the Contract Administrator (CA) prior to application. No work shall begin until approval of use is obtained from the CA. Use or application of chemicals includes:

- Fertilization;
- Turf renovation or reseeding;
- Use of pesticides and herbicides;
- Micro-nutrients and soil amendments;
- Spraying of trees, shrubs or turf; and
- Other items as determined by the Director.

### **9.3 Contractor to Record Chemical Use**

Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions shall be made and retained in an active file for a minimum of three years. Contractor shall provide a chemical use report (site specific) with its billing. A copy of the PCA's recommendation for each application (site specific) shall be provided to the CA and applicator prior to each application. This requirement shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

### **9.4 Contractor to Furnish Permit for Chemicals**

Prior to application, all chemicals used must be approved and registered with the County Agricultural Commissioner and a permit obtained for their application. The CA shall be given a copy of each permit obtained.

### **9.5 Contractor to Observe Chemical Regulations**

The Contractor shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.

### **9.6 Time to Use Chemicals**

Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry the material being applied beyond the boundaries of the area being treated.

### **9.7 No Chemicals in County Storage**

Contractor shall not store chemicals in the storage areas that are furnished by the County.

### **9.8 Material Safety Data Sheets (MSDS)**

Contractor shall maintain on-site MSDS Reports and shall provide the CA with copies before any chemical application is performed.



## **10.0 LOGS AND REPORTS**

### **10.1 Contractor to Submit Work Report**

The Contractor shall submit with each invoice a work report for each day worked describing all ongoing maintenance tasks, seasonal tasks, additional work and damage repairs performed.

### **10.2 Contractor to Submit Fertilizer, Seed and Chemical Report**

The Contractor shall submit with each invoice a fertilizer, seed and chemical report. The report shall list the fertilizer, seed and chemicals used during the month, reporting and enclosing the material used:

- Quantity and complete description of all commercial and organic fertilizer(s);
- Quantity and label description of all grass seed;
- Quantity and complete description of all soil amendments;
- Copies of the recommendations and corresponding pesticide use report signed by a licensed California Pest Control Advisor for all chemical disease and pest control work performed;
- Copy of the permit issued by the Agricultural Commissioner which allows the application of chemicals.

### **10.3 Contractor to Maintain Daily Maintenance Log**

The Contractor shall maintain daily maintenance logs in a form acceptable to the CA that shall be made available to the CA upon request. Such logs shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The location and nature of all reports made pursuant to any complaints and/or injuries, theft, damage or vandalism;
- The time and signatures of each employee on arrival and departure; and
- The names and time of any subcontractor on arrival and departure.

### **10.4 Contractor to Maintain a Complaint Log**

The Contractor shall maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints

concerning employee appearance, attitude, and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

#### **10.5 Contractor to Furnish Employee Driving Records**

On the commencement of the Contract term and every six months thereafter over the remaining Contract term, the Contractor shall furnish the CA with a report from the California Department of Motor Vehicles on the Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

### **11.0 GREEN INITIATIVES**

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

**11.2** Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

### **12.0 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.

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

**ATTACHMENT B - 1**

**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)

### Landscape Maintenance Service

| SPECIFIC PERFORMANCE REFERENCE   | SERVICE   | MONITORING METHOD                | LIQUIDATED DAMAGES   |
|--|---|----------------------------------|----------------------|
| <b>SAMPLE CONTRACT:</b><br>PARAGRAPH 5.8 –<br><i>INVOICES &amp; PAYMENTS</i>                                 | Contractor shall submit invoices by the 15 <sup>th</sup> of each month.   | Review of Invoices               | \$100 per occurrence |
| <b>SAMPLE CONTRACT:</b><br>SUB-PARAGRAPH 8.8. –<br><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 |
| <b>SAMPLE CONTRACT:</b><br>SUB-PARAGRAPH 8.15 –<br><i>COUNTY'S QUALITY ASSURANCE PLAN</i>                    | Contractor shall observe & comply with County's quality assurance plan.   | Review of Insurance Certificates | \$100 per occurrence |
| <b>SAMPLE CONTRACT:</b><br>SUB-PARAGRAPH 8.25 –<br><i>INSURANCE COVERAGE REQUIREMENTS</i>                    | Contractor shall maintain required liability amounts and coverages.   | Review of Insurance Certificates | \$100 per occurrence |
| <b>SAMPLE CONTRACT:</b><br>SUB-PARAGRAPH 8.28 –<br><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  |
| <b>SAMPLE CONTRACT:</b><br>SUB-PARAGRAPH 8.38 –<br><i>RECORD RETENTION &amp; INSPECTION/AUDIT SETTLEMENT</i> | Contractor shall maintain all required records as specified.  | Inspection of Files              | \$100 per occurrence |
| <b>SAMPLE CONTRACT:</b><br>SUB-PARAGRAPH 8.40 –<br><i>SUBCONTRACTING</i>                                     | Contractor shall obtain County's written approval prior to subcontracting any work.   | Observation                      | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>PARAGRAPH 1.4 –<br><i>GENERAL REQUIREMENTS</i>                                  | Contract shall observe reasonable limits set by the Contract Administrator on the time and place of operation of leaf blowers and other power equipment.                            | Observation                      | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>PARAGRAPH 1.5 –<br><i>GENERAL REQUIREMENTS</i>                                  | Motor vehicles used in the performance of the contract work shall not be driven on bike paths or pedestrian sidewalks unless essential for performance of duties and public safety. | Observation                      | \$100 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

### Landscape Maintenance Service

| SPECIFIC PERFORMANCE REFERENCE   | SERVICE   | MONITORING METHOD           | LIQUIDATED DAMAGES   |
|--|---|-----------------------------|----------------------|
| <b>STATEMENT OF WORK:</b><br>PARAGRAPH 3.0 –<br><i>CONTRACTOR'S QUALITY CONTROL PLAN</i>   | Contractor shall observe & comply with its quality control plan   | Observation & Documentation | \$50 per occurrence  |
| <b>STATEMENT OF WORK:</b><br>PARAGRAPH 4.2 –<br><i>QUALITY ASSURANCE PLAN</i>              | Contractor shall respond in writing to deficiencies reported on Contract Discrepancy Report within three work days.   | Observation & Documentation | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>PARAGRAPH 5.2 –<br><i>RESPONSIBILITIES - CONTRACTOR</i>       | Contractor shall designate a full-time employee as Contractor's Representative.   | Observation & Documentation | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.2.2 –<br><i>RESPONSIBILITIES – CONTRACTOR</i> | Contractor shall maintain an office within Los Angeles County 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 |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.3.2 –<br><i>RESPONSIBILITIES - CONTRACTOR</i> | Contractor's personnel shall have no serious misdemeanor, theft or felony conviction.   | Review of Records           | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.3.3 –<br><i>RESPONSIBILITIES - CONTRACTOR</i> | Contractor's personnel shall be at assigned worksite during hours of operation.   | Observation & Documentation | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.3.4 –<br><i>RESPONSIBILITIES - PERSONNEL</i>  | Contractor shall immediately remove any employee from performing contract work at County's request  | Observation                 | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.3.5 –<br><i>RESPONSIBILITIES - PERSONNEL</i>  | Contractor's personnel shall undergo and pass a background investigation prior to beginning work on the Contract  | Observation & Documentation | \$100 per occurrence |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.3.6 –<br><i>RESPONSIBILITIES - CONTRACTOR</i> | Contractor shall provide the Department with a current list of employees during contract term.  | Observation & Documentation | \$50 per occurrence  |
| <b>STATEMENT OF WORK:</b><br>SUB-PARAGRAPH 5.3.8 –<br><i>RESPONSIBILITIES – PERSONNEL</i>  | Contractor's personnel shall conduct themselves in a reasonable manner at all times   | Observation & Documentation | \$50 per occurrence  |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

### Landscape Maintenance Service

| SPECIFIC PERFORMANCE REFERENCE   | SERVICE  | MONITORING METHOD    | LIQUIDATED DAMAGES   |
|--|--|----------------------|----------------------|
| STATEMENT OF WORK:<br>PARAGRAPH 5.3.12 –<br><i>SCOPE OF WORK &amp; OBJECTIVES</i>            | Contractor shall maintain all required licenses as required in the Contract.   | Review of Records    | \$100 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 6.1 -<br><i>FACILITIES &amp; EQUIPMENT - COUNTY</i>      | Contractor shall report any lost or stolen keys or gate cards within 24 hours of discovery   | Observation          | \$100 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 6.6 -<br><i>FACILITIES &amp; EQUIPMENT - COUNTY</i>      | Contractor shall report to the CA any injury, theft, damage or vandalism to the facilities.  | Observation          | \$100 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 6.7 -<br><i>FACILITIES &amp; EQUIPMENT - COUNTY</i>      | Contractor shall immediately report to the CA any condition of the facilities requiring emergency repairs.                                 | Observation          | \$100 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 7.2 -<br><i>FACILITIES &amp; EQUIPMENT - CONTRACTOR</i>  | Contractor shall furnish & require its employees to wear visible photo identification  | Review & Observation | \$50 per occurrence  |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 8.1 -<br><i>SCHEDULE OF SERVICES</i>                     | The Contractor shall perform all tasks listed in Exhibit B. All tasks shall be performed at the times listed in Exhibit B.                 | Observation          | \$150 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 8.5 -<br><i>WATERING HOURS</i>                           | Grounds and landscape watering within street medians, parking lots, parks, and other areas to be conducted between 2:30 a.m. and 6:00 a.m. | Observation          | \$100 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 8.6 -<br><i>CONTRACTOR TO PROVIDE QUALIFIED ARBORIST</i> | Contractor shall provide a qualified certified arborist at the request of the Department.  | Observation          | \$150 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

### Landscape Maintenance Service

| SPECIFIC PERFORMANCE REFERENCE   | SERVICE  | MONITORING METHOD    | LIQUIDATED DAMAGES   |
|--|--|----------------------|----------------------|
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 8.7 –<br>SCOPE OF WORK – EMERGENCIES | The Contractor shall be able to provide emergency or unforeseen services within 24 hours of telephone notice.  | Review & Observation | \$100 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 9.1 –<br>SCOPE OF WORK               | All work performed involving the use of chemicals shall be performed under the direction of a licensed Pest Control Advisor (PCA).   | Observation          | \$150 per occurrence |
| STATEMENT OF WORK:<br>SUB-PARAGRAPH 9.6 –<br>SCOPE OF WORK               | Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry chemicals beyond the boundaries of the area being treated. | Observation          | \$150 per occurrence |
| STATEMENT OF WORK:<br>PARAGRAPH 10.0 -<br>LOGS & REPORTS                 | Contractor shall submit to CA all required reports with its submitted invoice  | Review & Observation | \$50 per occurrence  |



**APPENDIX C**  
**REQUIRED FORMS**  
**P-1 – P-20**

**DEPARTMENT OF BEACHES AND HARBORS  
LANDSCAPE MAINTENANCE SERVICES**

**APPENDIX B  
REQUIRED FORMS**

**Form**

- P-1: Offer to Perform
  - P-2: Proposer's Organization Questionnaire/Affidavit
  - P-3: Prospective Contractor List of Contracts
  - P-4: Prospective Contractor List of Terminated Contracts
  - P-5: Staffing and Work Plan
  - P-6: Business and Financial Summary
  - P-7: Quality Control Plan
  - P-8: Proposer's EEO Certification
  - P-9: Contractor Employee Jury Service Program Certification Form and Application for Exemption
  - P-10: Certification of No Conflict of Interest
  - P-11: Attestation of Willingness to Consider GAIN/GROW Participants
  - P-12: Familiarity with the County Lobbyist Ordinance Certification
  - P-13: Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
  - P-14: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
  - P-15: Transitional Job Opportunities Preference Application
  - P-16: Contractor's Administration
  - P-17: Certification of Compliance with County's Defaulted Tax Program
  - P-18: Request for DVBE Preference Program
  - P-19: Proposer's Green Initiatives
  - P-20: RFP Exception Form
- Contract Signature Page (Return two copies)

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES  
OFFER TO PERFORM AND PRICE PROPOSAL**

**Proposer:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**To:** Gary Jones, 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 Landscape Maintenance Services 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: \_\_\_\_\_ Principal place of business: \_\_\_\_\_

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

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

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

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| Name  | Title | Phone | Name  | Title | Phone |

Dated: \_\_\_\_\_ Proposer's signature: \_\_\_\_\_

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| Name  | Title | Phone |

**PRICE PROPOSAL**

**Fill in all of the unshaded boxes. This chart will be used for a variety of purposes as follows:**

- The first column represents items of expense incurred by the Contractor in providing the service.
- The second column should show the annual staffing hours of landscape service workers, arborist and “Other Personnel” such as supervisors and contract managers provided to the County. Please review the minimum staffing requirements outlined in Exhibit C.
- The next column (“Hourly Wage”) should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 10).
- The next column (Contractor’s annual cost) should accurately reflect all cost items, as well as profit, that are included in the proposed annual price --TOTAL (ANNUAL COST TO COUNTY).
- The “Annual Cost to County” will be used for Proposal Price evaluation purposes. The total should equal the Proposer’s expected compensation for providing the services.
- The lower right box “Hourly Rate for Increased or Reduced Services” will be used for adjustments to monthly compensation in those instances when a change in staffing levels or extra work has been authorized by the Director. The hourly rate must equal the Annual Cost to County divided by the annual staffing hours, or the cost of one hour of landscaping services.

| COST ITEMS   | ANNUAL STAFFING HOURS | HOURLY WAGE | CONTRACTOR’S ANNUAL COST |
|--|-----------------------|-------------|--------------------------|
| LANDSCAPE MAINTENANCE WORKERS                        |                       | \$          | \$                       |
| ARBORIST   |                       | \$          | \$                       |
| OTHER PERSONNEL                                      |                       |             |                          |
| SUPERVISOR   |                       | \$          | \$                       |
| CONTRACTOR REPRESENTATIVE                            |                       | \$          | \$                       |
| 1  |                       | \$          | \$                       |
| HEALTH PLAN  |                       |             | \$                       |
| OTHER BENEFITS, IF ANY                               |                       |             | \$                       |
| SUPPLIES   |                       |             | \$                       |
| OTHER EXPENSES & OVERHEAD                            |                       |             | \$                       |
| PROFIT   |                       |             | \$                       |
| <b>TOTAL (ANNUAL COST TO COUNTY)</b>                 |                       |             | \$                       |
| <b>HOURLY RATE FOR INCREASED OR REDUCED SERVICES</b> |                       |             | \$                       |

### 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:

| 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 |
|------|------------------------|-----------------|
|------|------------------------|-----------------|

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 |
|------|---------------------|
|------|---------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

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 have at least five years' experience performing significant landscape maintenance service contracts for governmental and/or private organizations.
- Yes**  **No** Proposers must provide a supervisor who has a minimum of two years' experience relative to the scope of work included in the RFP.
- Yes**  **No** Proposers must include a staffing plan that ensures staffing needs are met for the delivery of duties as outlined in Exhibit C.
- Yes**  **No** Proposers must include verification of the licenses requirements as stated in section 1.3 of the RFP, Minimum Mandatory Requirements.
- Yes**  **No** Proposers must complete and return all required Forms P-1 through P-20.

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:

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(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

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

PENDING LITIGATION AND JUDGMENTS

| JUDGMENTS WITHIN THE LAST FIVE YEARS |                |                    |                                    |
|--------------------------------------|----------------|--------------------|------------------------------------|
| NAME OF CASE                         | COURT CASE ID# | COURT JURISDICTION | OUTCOME OF CASE                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
| PENDING LITIGATION                   |                |                    |                                    |
| NAME OF CASE                         | COURT CASE ID# | COURT JURISDICTION | OUTCOME OF CASE/<br>CURRENT STATUS |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: \_\_\_\_\_

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

|                        |                               |                       |                              |                        |
|------------------------|-------------------------------|-----------------------|------------------------------|------------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) | <b>Fax #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |                        |
| <b>2. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) | <b>Fax #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |                        |
| <b>3. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) | <b>Fax #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |                        |
| <b>4. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) | <b>Fax #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |                        |
| <b>5. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) | <b>Fax #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |                        |



# PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** \_\_\_\_\_

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

| 1. Name of Firm   | Address of Firm | Contact Person | Telephone #<br>(   )   (   ) | Fax #<br>(   )   (   ) |
|---|-----------------|----------------|------------------------------|------------------------|
| Name or Contract No.                      Reason for Termination: |                 |                |                              |                        |
|   |                 |                |                              |                        |
|   |                 |                |                              |                        |
| 2. Name of Firm   | Address of Firm | Contact Person | Telephone #<br>(   )   (   ) | Fax #<br>(   )   (   ) |
| Name or Contract No.                      Reason for Termination: |                 |                |                              |                        |
|   |                 |                |                              |                        |
|   |                 |                |                              |                        |
| 3. Name of Firm   | Address of Firm | Contact Person | Telephone #<br>(   )   (   ) | Fax #<br>(   )   (   ) |
| Name or Contract No.                      Reason for Termination: |                 |                |                              |                        |
|   |                 |                |                              |                        |
|   |                 |                |                              |                        |
| 4. Name of Firm   | Address of Firm | Contact Person | Telephone #<br>(   )   (   ) | Fax #<br>(   )   (   ) |
| Name or Contract No.                      Reason for Termination: |                 |                |                              |                        |
|   |                 |                |                              |                        |
|   |                 |                |                              |                        |

### 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 |      |            |                |
| Supervisor                  |      |            |                |
| Arborist                    |      |            |                |
| Other:                      |      |            |                |
| Other:                      |      |            |                |

**1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION** \_\_\_\_\_

**1c. IDENTIFY PARTNERS/SUBCONTRACTORS**

| Principal | Firm Name | Relationship to Proposer | Specialty | Address | Phone |
|-----------|-----------|--------------------------|-----------|---------|-------|
|           |           |                          |           |         |       |
|           |           |                          |           |         |       |
|           |           |                          |           |         |       |
|           |           |                          |           |         |       |

**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 |
|-------|--------|------------------|
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |

Attach additional pages if necessary

**2. APPROACH TO CONTRACT REQUIREMENTS:**

**a. Approach to Operational Plan**

- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working;
- Proposer's training provided to its staff, including orientation, use of chemicals and safety usage of equipment;
- How Proposer shall specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit C, Minimum Staffing Requirements;
- Proposer's vehicles, supplies, uniforms, badges and materials and how they will be operated to perform the Contract work;
- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department.

**3. JUSTIFICATION OF PART-TIME WORKERS.** If your staffing plan (page 4) includes any part-time employees, attach a detailed justification why it was necessary to do so. Failure to use full-time workers will result in disqualification.

**PROPOSER'S WORK PLAN**

**STAFFING PLAN**

**PROPOSER:**

| POSITION<br>TITLE | EMPLOYEE | FULL-TIME/ HOURLY                             |  | HEALTH<br>INS.           | HOURS OF WORK |     |     |     |     |     |     | WEEKLY<br>HOURS | OTHER<br>HOURS* |  |
|-------------------|----------|---|--|--------------------------|---------------|-----|-----|-----|-----|-----|-----|-----------------|-----------------|--|
|                   |          | <input checked="" type="checkbox"/> FULL-TIME | <input checked="" type="checkbox"/> HOURLY |                          | MON           | TUE | WED | THU | FRI | SAT | SUN |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |
|                   |          | <input type="checkbox"/> F                    | <input type="checkbox"/> P                 | <input type="checkbox"/> |               |     |     |     |     |     |     |                 |                 |  |

\*Show full-time employees' hours worked at other locations, if necessary, to demonstrate 40-hour schedule.

## BUSINESS AND FINANCIAL SUMMARY

1. **BACKGROUND.** Provide a summary description of your relevant background information demonstrating the Bidder's ability to meet the requirements stated in the RFP, 1.3 Minimum Requirements.
2. **EXPERIENCE/REFERENCES.** Provide your experience in Landscape Maintenance Services. List all experience your firm has had in the past five years providing the requested services. At least five years' experience must be demonstrated. **At a minimum, five references should be submitted.**

| Start of Contract | End of Contract | Name of Client | Address of Client | Contact Person | Contact's Ph. No. |
|-------------------|-----------------|----------------|-------------------|----------------|-------------------|
|                   |                 |                |                   |                |                   |
|                   |                 |                |                   |                |                   |
|                   |                 |                |                   |                |                   |
|                   |                 |                |                   |                |                   |
|                   |                 |                |                   |                |                   |

**Attach additional pages if necessary**

3. Location of office of operation \_\_\_\_\_

4. How many full-time employees does your firm employ? \_\_\_\_\_

5. Licenses: Please attach copies of the following licenses:

- A valid C-27 Landscape Contractor's License;
- A valid California Pest Control Business License; and
- A valid registration with the Los Angeles County Agricultural Commission

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

7. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of the Sample Contract.

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

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

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

## 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.



## PROPOSER'S EEO CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
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.   | ( ) | ( ) |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.   | ( ) | ( ) |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.  | ( ) | ( ) |
| 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. | ( ) | ( ) |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please Print)

## 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:                    |        |           |
| Company Address:                 |        |           |
| City:                            | State: | Zip Code: |
| Telephone Number:                |        |           |
| Solicitation For _____ 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: | Title: |
| 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.

---

Proposer Name

---

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)/ \_\_\_\_\_ 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.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Tel. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

## 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: \_\_\_\_\_

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Proposer.

| NAME  | PHONE NUMBER |
|-------|--------------|
| _____ | _____        |
| _____ | _____        |
| _____ | _____        |

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

\_\_\_\_\_  
\_\_\_\_\_

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
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: \_\_\_\_\_  
 COUNTY VENDOR NUMBER: \_\_\_\_\_

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

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

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

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|----------------|------------------|-----------------|
|             |          |       |                |                  |                 |
|             |          |       |                |                  |                 |

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

|                       |                      |       |      |
|-----------------------|----------------------|-------|------|
| Print Authorized Name | Authorized Signature | Title | Date |
|-----------------------|----------------------|-------|------|

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

|                  |        |           |
|------------------|--------|-----------|
| COMPANY NAME:    |        |           |
| COMPANY ADDRESS: |        |           |
| CITY:            | STATE: | ZIP CODE: |

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

|             |        |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE:  | DATE:  |

**REVIEWED BY COUNTY:**

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



CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT REPRESENTATIVE:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

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

|   |                |           |
|---|----------------|-----------|
| Company Name:                             |                |           |
| Company Address:                          |                |           |
| City:                                     | State:         | Zip Code: |
| Telephone Number:                         | Email address: |           |
| Solicitation/Contract For _____ 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:

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

|             |        |
|-------------|--------|
| Print Name: | Title: |
| Signature:  | Date:  |

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 | County Webven No. |
| Print Name:  | Title:            |
| Signature:   | Date:             |

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



**RFP EXCEPTION FORM**

Proposer's  
Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail  
Address \_\_\_\_\_

- 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.

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Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX D**

**TRANSMITTAL FORM TO REQUEST SOLICITATION  
REQUIREMENTS REVIEW**

**MARINA DEL REY  
LANDSCAPE MAINTENANCE SERVICES**

## TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

|                |                  |
|----------------|------------------|
| Proposer Name: | Date of Request: |
| Project Title: | Project No.      |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Proposer: \_\_\_\_\_

COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: John Kelly  
Title: Deputy Director  
Address: 13837 Fiji Way  
Marina del Rey, CA 90292  
Telephone: (310) 305-9532  
Facsimile: (310) 821-8155  
Email Address: JKelly@bh.lacounty.gov

**COUNTY'S CONTRACT ADMINISTRATOR**

Name: Kenneth Foreman, Facilities and Property Maintenance Division  
Title: Division Chief  
Address: 13483 Fiji Way, Trailer #1  
Marina del Rey, CA 90292  
Telephone: (310)305-9550  
Facsimile: (310) 306-2594  
Email Address: KForeman@bh.lacounty.gov

Name: Bradley Hawk, Facilities and Property Maintenance Division  
Title: District Manager  
Address: 13483 Fiji Way, Trailer #5  
Marina del Rey, CA 90292  
Telephone: (310) 305-9572  
Facsimile: (310) 306-2594  
Email Address: BHawk@bh.lacounty.gov



**APPENDIX F**

**LIVING WAGE FORMS**

**LW-1 – LW-9**

**DEPARTMENT OF BEACHES AND HARBORS  
LANDSCAPE MAINTENANCE SERVICES**

**APPENDIX F  
LIVING WAGE FORMS**

**Form**

- LW-1: CONTRACTOR NON-RESPONSIBILITY - ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- LW-2: LABOR/PAYROLL/DEBARMENT HISTORY – ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- LW-3: LIVING WAGE DECLARATION
- LW-4: APPLICATION FOR EXEMPTION
- LW-5: PAYROLL STATEMENT OF COMPLIANCE
- LW-6: MODEL STAFFING PLAN
- LW-7: MODEL PAYROLL REPORTING FORM
- LW-8: MONTHLY CERTIFICATION FOR HEALTH BENEFITS
- LW-9 PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

# **APPENDIX F**

## **LIVING WAGE FORMS**

**LW - 1 – LW - 8**



COUNTY OF LOS ANGELES

LW-1

LIVING WAGE PROGRAM AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Table with 2 columns and 2 rows: Owner's/Agent's Authorized Signature, Print Name and Title, Print Name of Firm, Date



## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

### ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

**Firm must complete and submit a separate form** (make photocopies of form) **for each instance of** (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

|                        |                                       |
|------------------------|---------------------------------------|
| Print Name of Firm:    | Print Name of Owner:                  |
| Print Address of Firm: | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code: | Print Name and Title:                 |

|   |                   |                    |
|---|-------------------|--------------------|
| <b>Public Entity Name:</b>  |                   | Date of Incident:  |
| <b>Case Number/Date Claim Opened:</b>   | Case Number:      | Date Claim Opened: |
| <b>Name and Address of Claimant:</b>  | Name:             |                    |
|   | Street Address:   |                    |
|   | City, State, Zip: |                    |
| <b>Description of Work: (e.g., janitor)</b>   |                   |                    |
| <b>Description of Allegation and/or Violation:</b>  |                   |                    |
|   |                   |                    |
|   |                   |                    |
| <b>Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b> |                   |                    |
|   |                   |                    |
|   |                   |                    |

- Additional Pages are attached for a total of \_\_\_\_\_ pages.



COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

**LIVING WAGE DECLARATION**

LW-3

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

Monthly     Quarterly     Bi-Annual

Annually     Other: \_\_\_\_\_

(Specify)

|  |                    |
|--|--------------------|
| PLEASE PRINT COMPANY NAME:   |                    |
| I declare under penalty of perjury under the laws of the State of California that the above is true and correct: |                    |
| SIGNATURE:   | DATE:              |
| PLEASE PRINT NAME:   | TITLE OR POSITION: |



# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## APPLICATION FOR EXEMPTION

LW-4

Page 1 of 3

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

|                         |                   |                           |
|-------------------------|-------------------|---------------------------|
| Company Name:           |                   |                           |
| Company Address:        |                   |                           |
| City:                   | State:            | Zip Code:                 |
| Telephone Number:       | Facsimile Number: | Email Address:            |
| Awarding Department:    |                   | Contract Term:            |
| Type of Service:        |                   |                           |
| Contract Dollar Amount: |                   | Contract Number (if any): |

**I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):**

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**APPLICATION FOR EXEMPTION**

LW-4

Page 2 of 3

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*);  
**AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
  - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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

|             |        |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE:  | DATE:  |

**REVIEWED BY COUNTY:**

| <b>SIGNATURE OF REVIEWER</b> | <b>APPROVED</b> | <b>DISAPPROVED</b> | <b>DATE</b> |
|------------------------------|-----------------|--------------------|-------------|
|                              |                 |                    |             |





**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**APPLICATION FOR EXEMPTION**

LW-4

Page 3 of 3

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: \_\_\_\_\_  
(Specify)

- I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site)  
 that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
 ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

|  |
|--|
|  |
|  |
|  |

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

|                      |  |
|----------------------|--|
| Print Name and Title | Owner or Company Representative Signature: |
|----------------------|--|

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**



**SAMPLE STAFFING PLAN**

|                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>COMPANY NAME</b>    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>COMPANY ADDRESS</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>PROJECT</b>         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>DEPARTMENT NAME</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  | EMPLOYEE | POSITION     | UTILITY/<br>ROVER(S) | WORK           | HOURS             | FULL TIME/<br>PART TIME | HOURLY<br>RATE | HEALTH<br>INS. | MON. | TUES | WEDS | THURS | FRI | SAT | SUN | TOTAL | NON-CNTY     | HIRE       | TERMINATION |
|--|----------|--------------|----------------------|----------------|-------------------|-------------------------|----------------|----------------|------|------|------|-------|-----|-----|-----|-------|--------------|------------|-------------|
| FACILITY OR LOCATION   | NAME     | TITLE        | (Back-up)            | SCHEDULE       | WORKED<br>PER DAY |                         |                | YES/NO         | HRS  | HRS  | HRS  | HRS   | HRS | HRS | HRS | HRS   | TOTAL<br>HRS | DATE       | DATE        |
| LANCASTER<br>1150 AVENUE J<br>LANCASTER                              |          | OFFICER      |                      | 8:00 TO 17:00  | 8                 | FULL TIME               | \$11.84        | No             | 8    | 8    | 8    | 8     | 8   |     |     | 40    |              | 5/1/2001   |             |
| POMONA<br>100 W. SECOND STREET<br>POMONA                             |          | OFFICER      |                      | 8:00 - 19:00   | 10                | FULL TIME               | \$9.64         | YES            | 10   | 10   | 10   | 10    |     |     |     | 40    |              | 11/13/2001 |             |
|  |          | OFFICER      |                      | 8:00 TO 18:00  | 10                | FULL TIME               | \$9.64         | No             |      |      |      |       | 10  | 10  | 10  | 30    | 10           |            |             |
| SANTA FE SPRINGS<br>10288 S.SLUSHER DRIVE<br>SANTA FE SPRINGS        |          | OFFICER      |                      | 8:00 - 17:00   | 11                | FULL TIME               | \$11.84        | No             | 8    | 8    | 8    | 8     | 8   |     |     | 40    |              | 5/5/2001   |             |
|  |          |              |                      | 17:00 TO 20:00 |                   |                         | \$17.76        | No             | 3    | 3    | 3    | 3     | 3   |     |     | 15 OT |              |            |             |
| SHATIO<br>418 SHATIO PLACE<br>LOS ANGELES                            |          | OFFICER      |                      | 7:00 TO 18:00  | 10                | FULL TIME               | \$11.84        | No             | 10   | 10   | 10   | 10    |     |     |     | 40    |              | 7/2/2001   |             |
|  |          |              | ROVER                | 7:00 TO 18:00  | 10                | PART TIME               | \$11.84        | No             |      |      |      |       | 10  |     |     | 10    |              | 8/30/2001  |             |
| WILSHIRE<br>9078 WILSHIRE BLVD.<br>LOS ANGELES                       |          | OFFICER 0-1  |                      | 8:00 TO 18:00  | 8                 | FULL TIME               | \$11.84        | No             | 8    | 8    | 8    | 8     | 8   |     |     | 40    |              | 5/20/2001  |             |
|  |          | OFFICER 0-2  |                      | 18:00 TO 24:00 | 8                 | FULL TIME               | \$11.84        | No             | 8    | 8    | 8    | 8     | 8   |     |     | 40    |              | 5/21/2001  |             |
|  |          | OFFICER 0-3  |                      | 24:00 TO 8:00  | 8                 | FULL TIME               | \$11.84        | No             | 8    | 8    | 8    | 8     | 8   |     |     | 40    |              | 5/21/2001  |             |
|  |          |              | ROVER                | 8:00 TO 18:00  | 8                 | FULL TIME               | \$11.84        | No             |      |      |      |       |     | 8   | 8   | 16 OT |              | 7/28/2001  |             |
|  |          |              | ROVER                | 18:00 TO 24:00 | 8                 | FULL TIME               | \$11.84        | No             |      |      |      |       |     | 8   | 8   | 16 OT |              | 7/7/2001   |             |
|  |          |              | ROVER                | 24:00 TO 8:00  | 8                 | PART TIME               | \$11.84        | No             |      |      |      |       |     | 8   | 8   | 16    |              | 7/12/2001  |             |
|  |          | SUPERVISOR 4 |                      |                | 2                 | FULL TIME               | \$24.00        | YES            | 2    | 2    | 2    | 2     | 2   |     |     | 10    | 30           | 5/1/2001   |             |
| Sector 1 will be Lancaster, North Hollywood and                      |          |              |                      | Santa Clarita  |                   |                         |                |                |      |      |      |       |     |     |     |       |              |            |             |
| Sector 2 will be Covina, Pomona, and Monterey Park                   |          |              |                      |                |                   |                         |                |                |      |      |      |       |     |     |     |       |              |            |             |
| Sector 3 will be Pasadena, Torrance, Commerce, El Monte and Lakewood |          |              |                      |                |                   |                         |                |                |      |      |      |       |     |     |     |       |              |            |             |
| Sector 4 will be of the Los Angeles                                  |          |              |                      |                |                   |                         |                |                |      |      |      |       |     |     |     |       |              |            |             |





**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**

**Instruction Box:** Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| (1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>  |                             | Address: (Street, City, State, Zip)                        |   |   |                                   |   |   |  |                                   |  |                                   |   |
|---|-----------------------------|--|---|---|-----------------------------------|---|---|--|-----------------------------------|--|-----------------------------------|---|
| (2) Payroll No.:  |                             | (3) Work Location:   |   |   |                                   |   | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ |  |                                   | (5) For Month Ending:                            |                                   |   |
| (6) Department Name:  |                             |  |   |   | (7) Contract Service Description: |   |   |  |                                   | (8) Contract Name & Number:                      |                                   |   |
| (9) Contractor Health Plan Name(s):   |                             |  |   |   |                                   |   |   |  |                                   | (10) Contractor Health Plan ID Number(s):        |                                   |   |
| (11)<br>Employee Name, Address & Last 4 digits of SS#   | (12)<br>Work Classification | (13)<br>Total Hours Worked Each Week of Monthly Pay Period |   |   |                                   |   | (14)<br>Total Aggregate Hours                                       | (15)<br>Employer Paid Health Benefit Hourly Rate | (16)<br>Gross Amount Paid (14x15) | (17)<br>Employee Paid Health Benefit Hourly Rate | (18)<br>Gross Amount Paid (14x17) | (19)<br>Aggregate \$ Health Benefits Paid (16+18) |
|   |                             | 1  | 2 | 3 | 4                                 | 5 |   |  |                                   |  |                                   |   |
| 1   |                             |  |   |   |                                   |   |   |  |                                   |  |                                   |   |
| 2   |                             |  |   |   |                                   |   |   |  |                                   |  |                                   |   |
| 3   |                             |  |   |   |                                   |   |   |  |                                   |  |                                   |   |
| 4   |                             |  |   |   |                                   |   |   |  |                                   |  |                                   |   |
| 5   |                             |  |   |   |                                   |   |   |  |                                   |  |                                   |   |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. |                             | <b>Total</b><br>(This Page)                                |   |   |                                   |   |   |  |                                   |  |                                   |   |
| Print Authorized Name:  |                             | <b>Grand Total</b><br>(All Pages)                          |   |   |                                   |   |   |  |                                   |  |                                   |   |
| Authorized Signature:   |                             |  |   |   | Date: / /                         |   |   | Title:   |                                   | Telephone Number (include area code)<br>( )      |                                   | Page: _____ of _____                              |

## **PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE**

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
  - a. Where do firm's employees report to work at the beginning of their shift? Is it at the work location or a central site with travel to worksite? If the latter is the firm's practice/process, when does the firm consider the employees shift to have started? Is it a central site or upon arrival at the work location?
  - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.

**PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE**

- c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll?  
**Provide a copy of these records.**
- d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
- e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares reviews and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account



**PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD  
KEEPING AND REGULATORY COMPLIANCE**

- information) that shows deduction categories.
- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
  - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
  - d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

**PROPOSER'S APPROACH TO LABOR-PAYROLL RECORD  
KEEPING AND REGULATORY COMPLIANCE**

e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

# **EXHIBITS**

**Exhibit A: Marina del Rey Service Area Map**

**Exhibit B: Schedule of Duties**

**Exhibit C: Minimum Staffing Requirement**

**Exhibit D: Living Wage Ordinance**

**Exhibit E: Guidelines for Assessment of Proposer Labor Law/Payroll  
Violations**

**Exhibit F: Living Wage Notice to Employees**

**Exhibit G: Living Wage Notice Posters**

**Exhibit H: County of Los Angeles on Doing Business with Small  
Businesses**

**Exhibit I: Listing of Contractors Debarred in Los Angeles County**

**Exhibit J: Jury Service Ordinance**

**Exhibit K: IRS Notice 1015**

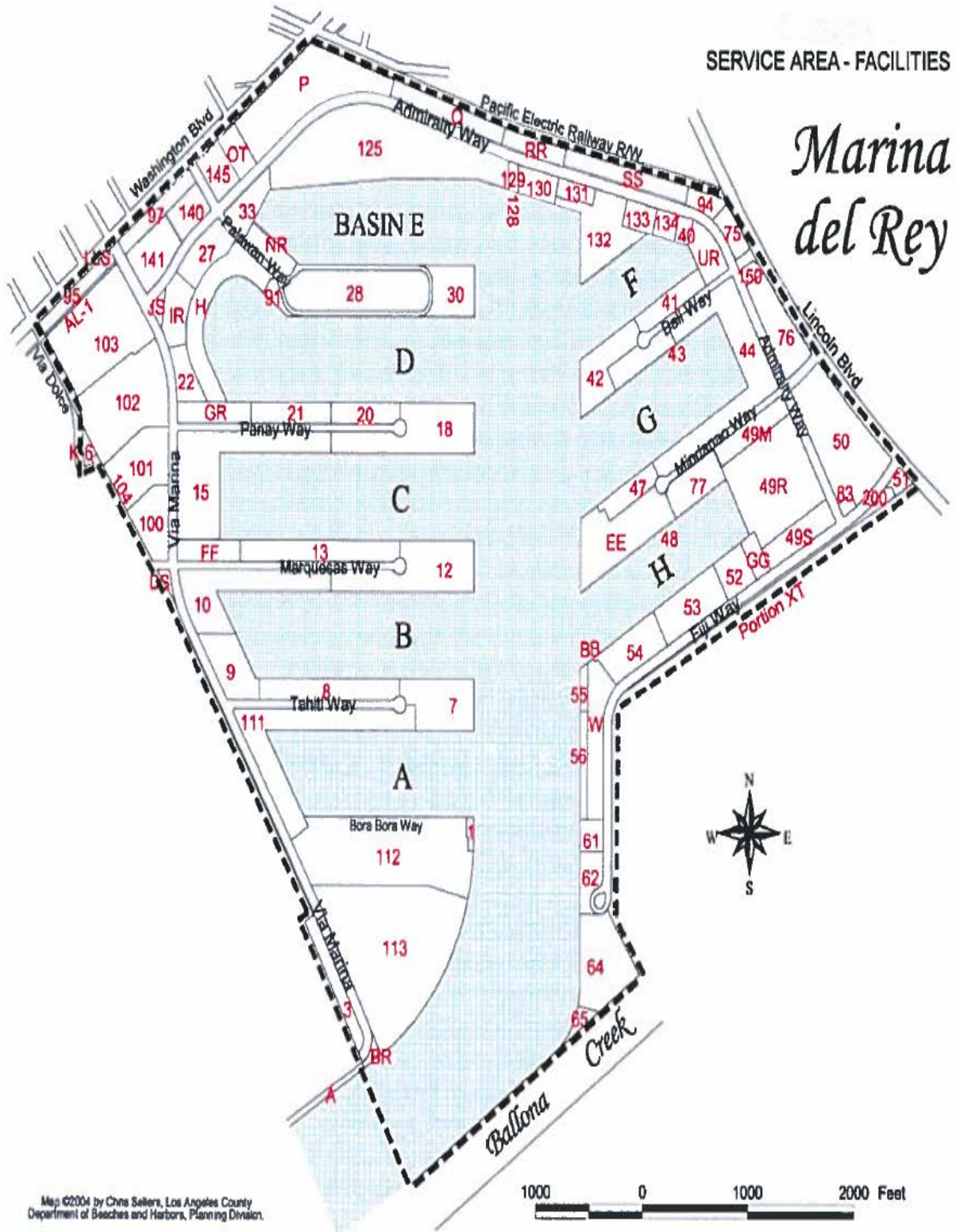
**Exhibit L: Safely Surrendered Baby Law**

**Exhibit M: Determination of Contract Non-Responsibility and Contract  
Debarment**

**Exhibit N: Defaulted Property Tax Reduction Program Ordinance**

SERVICE AREA - FACILITIES

# Marina del Rey



Map ©2004 by Chris Sellers, Los Angeles County Department of Beaches and Harbors, Planning Division.

## SCHEDULE OF LANDSCAPE MAINTENANCE DUTIES

### 1. MOWING

- 1.1 Mowing operations shall be performed completely once a week, 52 times per year.
- 1.2 Mowing operations shall be scheduled with the CA's approval Monday through Thursday.
- 1.3 Mowing operations shall be performed to ensure a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 1.4 Turf shall be mowed with a reel-type (gang) mower equipped with rollers or a rotary type mower.
- 1.5 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 1.6 Walkways shall be cleaned immediately following each mowing.
- 1.7 Mowing height shall be no less than two and one-half (2 ½ ) inches on Bluegrass, Manhattan rye, Fescue grass and one-half (1/2) inch for Bermuda grass.

### 2. MECHANICAL EDGING

- 2.1 Mechanical edging of turf shall be performed after each mowing 52 times per year.
- 2.2 Grass invasions must be eliminated and turf edges shall be neatly edged, including, but not limited to edges along sidewalks, patios, drives, curbs, shrub beds, flower beds, tree bases and bike path.
- 2.3 Mechanical edging of turf shall be completed as one operation that results in a well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 2.4 All turf edges shall be trimmed around sprinklers to provide optimum water coverage; valve boxes; meter boxes; backflow devices; and other obstacles.
- 2.5 All ground cover areas, where maintained next to turf areas, shall be kept neatly edged and all grass invasions eliminated.

### **3. CHEMICAL EDGING AND DETAILING**

- 3.1 Chemical edging and detailing will be completed as determined by CA.
- 3.2 Chemical application may be used in and around areas such as parking lots, medians, planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.
- 3.3 Spot treat with a portable sprayer or wick wand using an herbicide approved by the CA and applied pursuant to manufacturer's recommendations. Water shall not be applied to treated areas for 48 hours after each application.
- 3.4 Where trees and shrubs occur in turf areas, all grass growth within 18 inches of the trunks of trees and the dripline of shrubs shall be limited by use of approved chemicals.
- 3.5 Linear chemical edging of turf boundaries shall be performed to ensure a defined turf edge and limit encroachment of the grass into beds or across boundaries where it is impractical to edge mechanically. A 12 inch barrier width shall be considered normal.
- 3.6 Detailing of sprinkler heads to provide maximum water coverage; valve boxes; meter boxes; and similar obstacles in turf areas shall be performed to ensure operability, ease of location and/or a clean appearance. A six (6) inch clearance shall be considered normal.

### **4. WEED CONTROL AND REMOVAL**

- 4.1 Remove all grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds daily.
- 4.2 Remove all broadleaf weeds from turf areas and weeds and grass from seawalls, walkways, medians, gutters, curbs, roadways, driveways, parking lots, patios and drainage areas. In addition, the exposed rock channel wall at Parcel A as shown on Exhibit 1 shall be kept weed free without chemical eradication at all times.
- 4.3 Methods for removal of weeds, turf encroachment and detailing shall incorporate chemical and/or mechanical means of eradication.
- 4.4 Weeds treated with a contact weed chemical shall be left in place for a minimum of two (2) days. If a kill is not complete, additional application(s) shall be made at no additional cost to the County.

4.5 Weeds treated using a systemic chemical shall be left in place pursuant to the manufacturer's recommendation. If a kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be made at no additional cost to the County.

4.6 After a complete kill, all dead weeds shall be removed from the area immediately. All such chemical applications and removal shall occur and be completed prior to each month's inspection date.

## **5. LITTER CONTROL AND REMOVAL**

5.1 The removal of debris shall be performed daily and completed by 9:00 a.m.

5.2 Remove paper, glass, trash, undesirable materials, and other accumulated debris within the grounds to be maintained, such as, by way of example and not limitation, the walkways, patios, sidewalks, planted areas, roadways, planters, drains, fences, catch basins, turf and parking lot areas inaccessible to power equipment.

5.3 All debris from Contractor's operations shall be removed immediately following such operations.

## **6. TRASH CONTAINER MAINTENANCE**

6.1 Trash containers shall be emptied daily before 9:00 a.m. and when they are full throughout the day.

6.2 Trash containers on Parcels EE, Q, SS, RR, A and 49S, as shown on Exhibit 1 shall be emptied daily.

6.3 Trash containers and metal frames for holding trash containers shall be cleaned, as required, to avoid concentration of flies or bees.

## **7. GENERAL CLEAN-UP**

7.1 Remove all unauthorized posting of signs, notices or advertisements daily.

7.2 Remove accumulation of leaves from all areas daily.

7.3 Keep neat and clean all gravel and bark covered areas, and weed, rake, sift or replace materials, as determined by the CA.

7.4 The Contractor shall observe reasonable limits set by the CA on the time and place of operation of leaf blowers and other power equipment.

7.5 The Contractor shall remove all dog and animal fecal matter daily throughout the public parcels.

## **8. DRINKING FOUNTAINS**

8.1 Clean and disinfect drinking fountain daily.

## **9. FISH CLEANING STATION AND PICNIC SHELTERS – Operation - Frequency**

9.1 Maintain sanitary conditions at the fish cleaning station and picnic shelters daily.

9.2 Clean all appliances daily.

9.3 Keep sink drains and garbage disposals clear of all debris daily.

9.4 Steam clean fish cleaning and picnic shelter areas once a month October through April and once a week May through September as requested by CA.

9.5 Check and clean floor and ceilings daily.

**10. RAKING.** Accumulation of leaves shall be removed daily from all landscaped areas including flower beds, planters, medians and turf areas under trees.

## **11. PRUNING AND TRIMMING**

11.1 Remove all dead shrubs.

11.2 Trim shrubs to maintain topiary work.

11.3 Remove all dead and/or broken branches from trees to maintain a 14 foot clearance for branches overhanging the curb line into the paved section of roadways.

11.4 Remove all dead and broken branches from shrubs and prune as necessary to maintain a neat and uniform appearance.

11.5 Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. Remove all dead, diseased and unsightly branches. Under no circumstances shall hedge shears be used as a means of pruning.

11.6 Remove all dead, diseased and unsightly plants. Remove all vines and other growth as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls, curbs and chain link fences, and to remove any runners that start to climb walls, buildings, split railings, chain link fencing and shrubs.



## 12. FLOWER BEDS, PLANTERS AND FLOWER BOXES

- 12.1 Flower beds shall include all areas where six (6) or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the flower bed classification. Bed perimeters shall be defined as all areas up to ten (10) inches beyond the flower bed edge or the nearest designed edging or boundary. Standards for flower beds shall apply to planters and flower boxes as appropriate.
- 12.2 All flower beds, planters and flower boxes shall be maintained in a clean, crisp and healthy-looking condition.
- 12.3 Designed edges shall be kept clean, sharp, well-defined and free of weeds and grass invasion.
- 12.4 No weed control chemical shall be used in flower beds after they are planted for the season. Appropriate mulches must be used prior to planting annuals.
- 12.5 Flower beds shall be watered regularly and adequately to fit the nature of the plants, the type of soil and the location and exposure of the bed.
- 12.6 Dead or diseased plants are to be removed promptly from all beds and replaced immediately. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. Spent display type blooms on plants such as achium and agapanthus are to be removed regularly.
- 12.7 Beds shall be maintained free of weeds and grass, and no individual weed or grass shall remain more than one week.
- 12.8 Where interplanting of a permanent nature exists within the area or bounds of a given flower bed, such interplantings, including bulbs, trees and shrubs shall be protected and compatibly nurtured.
- 12.9 Trash, waste and other unsightly matter shall be removed daily and disposed of properly from all planter beds.
- 12.10 Annual beds are to be planted with color continuously throughout the year. All plant material shall be four (4) inch size. Approval of any substitutions shall be requested in writing from the CA. Accepted species for color are to be maintained with fill-in replacement as needed. Varieties of plant material are to be approved by CA before planting.

12.11 Suggested Annual Varieties:

Ageratum  
Alyssum  
Begonia-wax leaf  
Calendula  
Gerbera  
Impatiens  
Lobelia  
Marguerite -Yellow only  
Marigold – Golden Nuggets  
Pansy  
Petunias  
Phlox  
Poppies – Iceland  
Trailing Geraniums  
Zinnia

12.12 Prior to planting, all planter beds shall be properly mulched with planter mix approved by the CA.

12.13 All annuals shall be planted four (4) inches apart from one another within planter bed with a four (4) inch border from street curbing.

12.14 Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways.

12.15 All trimmings and debris shall be removed daily and disposed offsite following all operations.

12.16 Plants such as rose bushes must be pruned back in late January, and pruned at all other times on request of the CA.

12.17 All medians shall be free of barren areas. The Contractor shall replace barren areas with new plants and soil amendments.

**13. WATERING AND IRRIGATION SYSTEM MAINTENANCE**

13.1 Water requirements by plants vary according to season in a particular year. Therefore, close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade and the location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration.

13.2 All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The

Contractor shall provide for the delivery of adequate moisture to the landscaped areas including, but not limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- 13.3 Adequate soil moisture shall be determined by programming the irrigation system automatic controller to establish frequency and length of watering period based upon a consideration of the soil conditions, humidity, water conservation requirements, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manually operating the irrigation system and/or hand-watering with portable sprinklers during periods of windy or inclement weather.
- 13.4 A soil probe shall be used weekly to a depth of eight (8) inches to determine the water penetration by random testing of the root zones.
- 13.5 Watering shall be regulated to minimize water spray and runoff on roadway, paving or walks.
- 13.6 In the areas where wind creates problems of spraying water onto private property or roads or walks, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours. Watering shall be conducted in street medians, parking lots, parks, and public areas from 2:30 a.m. to 6:00 a.m., weekdays only.
- 13.7 The irrigation system shall be controlled to avoid creating any excessively wet or "waterlogged" areas which could interfere with the Contractor's ability to mow all turf. Trees and other plantings within an area of turf shall be protected from over-watering and runoff drowning.
- 13.8 New turf shall watered immediately after mowing, up through the sixth mowing. All other turf shall not be watered for at least four (4) hours after mowing.
- 13.9 All ground cover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 13.10 The Contractor shall regularly inspect and test all irrigation systems for system operability and repair all component malfunctions other than leaking main and lateral lines.
- 13.11 The irrigation systems from Palawan Way to Fiji Way and from Palawan Way to Via Marina shall never be turned on at the same time.
- 13.12 Sprinkler heads and risers shall be maintained in a clean, adjusted and operational state.

13.13 Component malfunctions that cannot be repaired shall be replaced with originally specified equipment of the same size and quality or substitutes approved by the CA prior to installation.

#### **14. IRRIGATION SYSTEM OPERABILITY AND TESTING**

14.1 In order to insure the operability of the irrigation system, the Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system and report any damage, malfunctioning equipment and/or incorrect operation to the CA.

14.2 During the testing, the Contractor shall: (a) Adjust and replace all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property; (b) Unplug clogged heads and flush lines to free lines of rocks, mud, and debris; (c) Replace or repair inoperable irrigation equipment, as needed, other than leaking main lines; (d) Record and report all system malfunctions, damage and obstructions to the CA.

14.3 In addition to regular testing, all irrigation systems shall be tested and inspected when damage is suspected, observed or reported.

14.4 Repair or replace inoperable sprinkler heads and controller panels within 24 hours.

14.5 Equipment that is not operating properly shall be turned off within two (2) hours of identification or notification, and the problem shall be reported to the CA.

14.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the CA.

14.7 Flush grit and gravel from irrigation lines by removing the last head on each lateral and operating the system until all materials are discharged through the system.

14.8 Check system and adjust or repair irrigation equipment causing excessive runoff to slopes, roadways, paving or walks.

14.9 The Contractor shall reimburse the County for excessive use of waste of water under the Contractor's control.

14.10 The Contractor shall maintain and or replace all irrigation controller boxes and equipment.

14.11 The Contractor shall maintain, repair, and replace all main lateral irrigation lines from the backflow devices to the irrigation system.

## **15. SWEEPING/WASHING**

- 15.1 Check concrete areas and hard court surfaces for cracks, crevices, and deterioration, and report any deficiency to the CA within 24 hours.
- 15.2 Clean by sweeping, steam cleaning, or hosing all concrete, walkways, stairs, sign directories, patio slabs, picnic areas, parking lot corners and sidewalks weekly, or as requested by the CA.

## **16. AERIFICATION**

- 16.1 Turf aerification shall be three (3) times per year on a schedule approved by the CA.
- 16.2 Aerate all turf areas by using a device that removes cores to a depth of three (3) inches at not more than a six (6) inch spacing.
- 16.3 All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within 24 hours after aerating.

## **17. CULTIVATING**

- 17.1 Cultivate beds and planter areas as needed to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken to not disturb plant materials or their roots in accomplishing this operation.
- 17.2 Rake and re-grade rock medians, redwood bark and dog stations as needed to maintain safe access and a neat appearance.

## **18. FERTILIZATION/MICRONUTRIENTS**

- 18.1 All turf areas shall receive not less than six (6) pounds of actual available nitrogen in a balanced fertilizer form for each thousand square feet of turf each year. Applications shall be made no less than four (4) times per year during March, May and September. All fertilizer is to be granular in form with an approximate ratio of 4-1-2.
- 18.2 All fertilizer/micronutrients shall be approved by the CA prior to application.
- 18.3 Application of the fertilizer shall be done in sections, as determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

18.4 Shrubs and ground cover shall be fertilized to provide a healthy color. Foliar feeding may be used if applicable. Fertilizer shall be inorganic and granular in form with trace elements.

18.5 All shrubs, all ground cover shall be fertilized utilizing ratios and mixtures recommended by the CA. Applications shall be made no less than three (3) times per year during March, May and September.

## **19. DISEASE, RODENT AND INSECT CONTROL**

19.1 All landscaped areas shall be inspected weekly for disease, rodents and insects that could cause damage to plant materials, including, but not limited to trees, shrubs, ground cover and turf.

19.2 The CA shall be notified immediately of any disease, insects or unusual conditions that might develop.

19.3 Disease and rodent control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

19.4 Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor and approved by the Los Angeles County Agricultural Commissioner.

## **20. SEASONAL SPECIALTY TASKS**

### **20.1 Renovation/Vertical Mowing**

20.1.1 Sweep or rake the dislodged thatch from the turf areas and immediately remove from the site annually.

20.1.2 Standard renovating or vertical mowing type equipment shall be used.

20.1.3 Vertical mow turf to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

20.1.4 Renovate to the soil line and remove all excessive thatch in the turf area.

20.1.5 After thatch is removed and upon completion of turf renovation, the turf shall be over-seeded, mulched and watered.

20.1.6 Areas to be over-seeded will be seeded at the rate recommended by the CA, utilizing blends or mixtures recommended by the CA.

20.1.7 Mulch shall be spread evenly over the entire area to a uniform depth.

## **20.2 Turf Reseeding/Restoration of Bare Areas**

- 20.2.1 Over-seed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.
- 20.2.2 Areas to be reseeded will be seeded at the rate recommended by the CA, utilizing blends or mixtures recommended by the CA.
- 20.2.3 All turf areas will be reseeded with winter rye grass in November to maintain green turf during the winter months.

## **20.3 PLANT MATERIALS**

- 20.3.1 Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen to kind, size and age. Plant material larger than those specified in the landscape plan may be supplied, if it complies in all other respects and is approved by the CA.
- 20.3.2 Substitutions may be allowed but only with prior written approval by the CA.
- 20.3.3 If plant names used in the landscape plan do not conform to "Standardized Plant Names" of the American Joint Committee on Horticultural Nomenclature, the custom of the nursery trade shall be followed.

## **20.4 Plant Quality**

- 20.4.1 Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs: have healthy normal root systems; comply with state and local regulations; and be free from any noxious weeds.
- 20.4.2 All plants shall be measured six (6) inches above the ground surface.
- 20.4.3 While caliper or other dimensions of any plant material cannot be determined from the landscape plan, it shall be understood that the plant material shall be normal stock for the type listed and sturdy enough to stand safely without staking.
- 20.4.4 Plants shall be symmetrical and typical for variety and species and conform to any measurements specified for the plants in the landscape plan.
- 20.4.5 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the CA.

20.4.6 Shrubs shall be guaranteed to remain in a healthy condition for 60 days from the date of acceptance of the job by the CA.

**20.5 Tree Surveys**

20.5.1 Tree Surveys shall be conducted by Contractor's certified arborist no less than six times a year.



MINIMUM STAFFING REQUIREMENTS

Exhibit C

| Daily, Weekly, Monthly, As-Specified & Seasonal Tasks        | "A" Crew<br>Minimum<br>4 Staff & 1<br>Supervisor | "B" Crew<br>Minimum<br>2 Additional<br>Staff | "C" Crew<br>Additional<br>staff based<br>on<br>Contractor's<br>equipment |
|--|--|--|--|
| Mowing   |  |  | Weekly   |
| Clean walkways following mowing and edging                   |  | Weekly                                       |  |
| Mechanical edging  |  |  | Weekly   |
| Chemical edging and detailing (3-4x per year)                |  | As-Specified                                 |  |
| Weed and leaf removal, all areas                             | Daily M-Sun                                      |  |  |
| Debris/litter removal  | Daily M-Sun                                      |  |  |
| Empty trashcans  | Daily M-Sun                                      |  |  |
| Unauthorized sign removal                                    | Daily M-Sun                                      |  |  |
| Removal of accumulated leaves                                | Daily M-Sun                                      |  |  |
| Removal of dog and animal fecal matter                       | Daily M-Sun                                      |  |  |
| Clean all gravel and bark areas                              |  | Weekly                                       |  |
| Clean/disinfect drinking fountains                           | Daily M-Sun                                      |  |  |
| Clean fish station appliances                                | Daily M-Sun                                      |  |  |
| Clear fish station garbage disposals                         | Daily M-Sun                                      |  |  |
| Clean fish station floor/ceiling                             | Daily M-Sun                                      |  |  |
| Clean picnic shelters including floor & ceiling              | Daily M-Sun                                      |  |  |
| Steam clean fish station                                     | Monthly  |  |  |
| Steam clean picnic shelters                                  | Monthly  |  |  |
| Clean barbeque grills  | Daily M-Sun                                      |  |  |
| Remove dead & diseased plants (planters)                     | Daily M-Sun                                      |  |  |
| Prune and maintain shrubs                                    | Daily M-Sun                                      |  |  |
| Replace barren median areas with plants and soil             |  | Weekly                                       |  |
| Rake leaves, turf, flower beds, planters and medians         | Daily M-Sun                                      |  |  |
| Inspect irrigation system and make repairs                   | Daily M-Sun                                      |  |  |
| Irrigate landscaped and turf areas for growth                | Daily M-Sun                                      |  |  |
| Median watering in manual water zones (2:30AM - 6:00AM)      |  | Daily M-F                                    |  |
| Probe soil to determine water penetration                    |  | Weekly                                       |  |
| Maintain and replace irrigation controller boxes & equipment |  | Weekly                                       |  |
| Maintain and replace irrigation lateral lines                |  | Weekly                                       |  |
| Sweep parking lot corners, patio slabs and sidewalks         |  | Weekly                                       |  |
| Aerification (3x per year)                                   |  |  | As-Specified   |
| Cultivating  |  | Weekly                                       |  |
| Shrub fertilization (3x per year)                            |  | As-Specified                                 |  |
| Turf fertilization (4x per year)                             |  | As-Specified                                 |  |
| Inspect landscape for disease, rodents & insects             |  | Weekly                                       |  |
| Dislodge thatch from turf, reseed and restore                |  | Seasonal                                     |  |

- Notes: 1) Seven days a week daily tasks require minimum of 1 supervisor at all times when staff is on premises and 4 crewmembers **(A Crew)**
- 2) Manual watering of medians 5 days per week, 2:30 AM to 6:00 AM: Minimum of 2 crewmembers **(B Crew)**. This is an additional crew separate from A crew.
- 3) Staffing for mowing and mechanical edging once per week to be determined by contractor based on its equipment and the ability to complete the task **(C Crew)**. This is an additional crew separate from A & B crews.

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

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

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

**Assessment Criteria**

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

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

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

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



# COUNTY OF LOS ANGELES NOTICE TO EMPLOYEES COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

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## THESE ARE YOUR RIGHTS. . .

### Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates:

- a) You must be paid not less than the living wage rate of \$9.64 per hour and your employer must pay at least \$2.20 per hour towards health benefits, **OR**
- b) You must be paid not less than the living wage rate of \$11.84 per hour:
  - The \$11.84 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than \$2.20 per hour towards your health benefits for you.
  - The \$11.84 per hour rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

### Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

### Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

### Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

### You May Report Living Wage Violations to:

---

County Department Administering this Contract

---

County Department Phone Number

**OR**

Office of Affirmative Action Compliance  
Living Wage Hotline  
(888) 550-WAGE OR (888) 550-9243





# CONDADO DE LOS ANGELES

## AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista del Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el "salario digno", por las horas que trabaja bajo contrato con el Condado.

---

### ESTOS SON SUS DERECHOS...

#### El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

- a) Se le debe pagar no menos del salario digno de \$9.64 por hora, y su empleador debe pagar al menos \$2.20 por hora en beneficios médicos, **O**
- b) Se le debe pagar no menos del salario digno de \$11.84 por hora:
  - Se le debe pagar un salario digno de \$11.84 por hora si su empleador no provee beneficios médicos, **o** si su empleador paga menos de \$2.20 por hora por sus beneficios médicos.
  - El salario digno de \$11.84 por hora incluye los \$2.20 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

#### Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despida por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

#### Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

#### Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

**Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar a los siguientes teléfonos:**

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Nombre del Departamento del Condado que administra este contrato

---

Número de teléfono de dicho departamento

**O**

Oficina de Acción Afirmativa  
Línea Directa para Quejas sobre el Salario Digno:  
(888) 550-WAGE o (888) 550-9243



# NOTICE TO EMPLOYEES

## Working on County Contracts

The County of Los Angeles Board of Supervisors established the Living Wage Program (Los Angeles County Code Chapter 2.201). You may be entitled to receive the Living Wage rate of pay and you may be entitled to receive additional employee benefits.

### Living Wage

If you are a full-time employee, you must be paid:

- a) not less than the living wage rate of \$9.64 per hour and your employer pays at least \$2.20 per hour for health benefits for you,
- OR
- b) not less than the living wage rate of \$11.84 per hour without health care benefits or with health care benefits of less than \$2.20 per hour.

- The \$11.84 hourly rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you choose.
- If you need help finding a health plan, your employer may be able to provide information to assist you.

### Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

### Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

### Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Employees that qualify for Worker Retention rights are:

1. Employees who are full-time workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

### Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

(888) 550-WAGE  
OR  
(888) 550-9243

## AVISO

# A LOS EMPLEADOS

## que trabajan en proyectos contratados por el Condado



La Junta de Supervisores del Condado de Los Angeles ha establecido el Programa de Salario Digno (Código del Condado de Los Angeles, Capítulo 2.201). Es posible que usted tenga el derecho al salario digno y otros beneficios laborales.

### Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar:

- a) Por lo menos el salario digno de \$9.64 por hora y no menos de \$2.20 por hora en beneficios médicos, o
- b) Por lo menos el salario digno de \$11.84 por hora sin beneficios médicos o no menos de \$2.20 por hora con beneficios médicos:
  - El salario digno de \$11.84 por hora incluye \$2.20 por hora para permitirle adquirir beneficios médicos por su cuenta, si así lo dispone.
  - Si requiere asistencia para encontrar un plan de salud, su empleador podría proveerle información pertinente.

### Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despidan por hacer denuncias sobre infracciones con el Programa de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

### Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuesto Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

### Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su empleador actual antes de la fecha establecida y contrata con otra empresa para el mismo servicio, usted posiblemente tendrá derecho a trabajar con el nuevo contratista, como mínimo, durante los primeros 90 días del nuevo contrato.

Las personas tienen garantizada la continuidad en el empleo si:

1. Son trabajadores de jornada completa.
2. No están excluidas de las protecciones de salario mínimo y horas máximas por las exenciones de la ley.
3. Han sido empleados conforme al contrato del predecesor durante seis meses antes del vencimiento de dicho contrato.

### Quejas sobre Infracciones

Se pueden presentar quejas y denunciar infracciones con el Programa de Salario Digno llamando a la línea directa:

(888) 550-WAGE

o

(888) 550-9243

## ***County of Los Angeles Policy on Doing Business with Small Business***

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

### ***WE RECOGNIZE. . . .***

*The importance of small business to the County. . .*

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

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

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

### ***WE THEREFORE SHALL:***

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

### Listing of Contractors Debarred in Los Angeles County

|  |   |
|--|---|
| <b>Vendor Name:</b>                        | <b>G COAST CONSTRUCTION INC.</b>                    |
| <b>Alias:</b>                              |   |
| <b>Debarment Start Date:</b>               | <b>9/11/2007    Debarment End Date: 9/10/2012</b>   |
| <b>Principal Owners and/or Affiliates:</b> | <b>Ezra Levi</b>                                    |
| <b>Vendor Name:</b>                        | <b>INSPECTION ENGINEERING CONSTR</b>                |
| <b>Alias:</b>                              | <b>Inspection Engineering Construction</b>          |
| <b>Debarment Start Date:</b>               | <b>6/13/2006    Debarment End Date: 6/12/2016</b>   |
| <b>Principal Owners and/or Affiliates:</b> | <b>Jamal Deaifi</b>                                 |
| <b>Vendor Name:</b>                        | <b>ARROWHEAD EMANCIPATION PROGRAM</b>               |
| <b>Alias:</b>                              |   |
| <b>Debarment Start Date:</b>               | <b>7/8/2008    Debarment End Date: 12/31/2069</b>   |
| <b>Principal Owners and/or Affiliates:</b> | <b>Irma F. Reed Charlene Williams</b>               |
| <b>Vendor Name:</b>                        | <b>SAEICO, INC.</b>                                 |
| <b>Alias:</b>                              |   |
| <b>Debarment Start Date:</b>               | <b>10/18/2011    Debarment End Date: 10/17/2016</b> |
| <b>Principal Owners and/or Affiliates:</b> | <b>Godwin Iwunze Sam Soho Nor</b>                   |
| <b>Vendor Name:</b>                        | <b>SAM SOHO NOR, AN INDIVIDUAL</b>                  |
| <b>Alias:</b>                              |   |
| <b>Debarment Start Date:</b>               | <b>10/18/2011    Debarment End Date: 10/17/2019</b> |

The List of Debarred Contractors in Los Angeles County may also be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from [IRS.gov](http://IRS.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

# **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

[2.202.060 Severability.](#)

**2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

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

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

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

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

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



Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT

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

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

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

**2.202.030 Determination of contractor non-responsibility.**

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

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

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors.



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The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of contractors.**

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

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

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

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

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

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

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(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

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

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The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

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

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

**2.202.050 Pre-emption.**

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

**2.202.060 Severability.**

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

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**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

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10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)