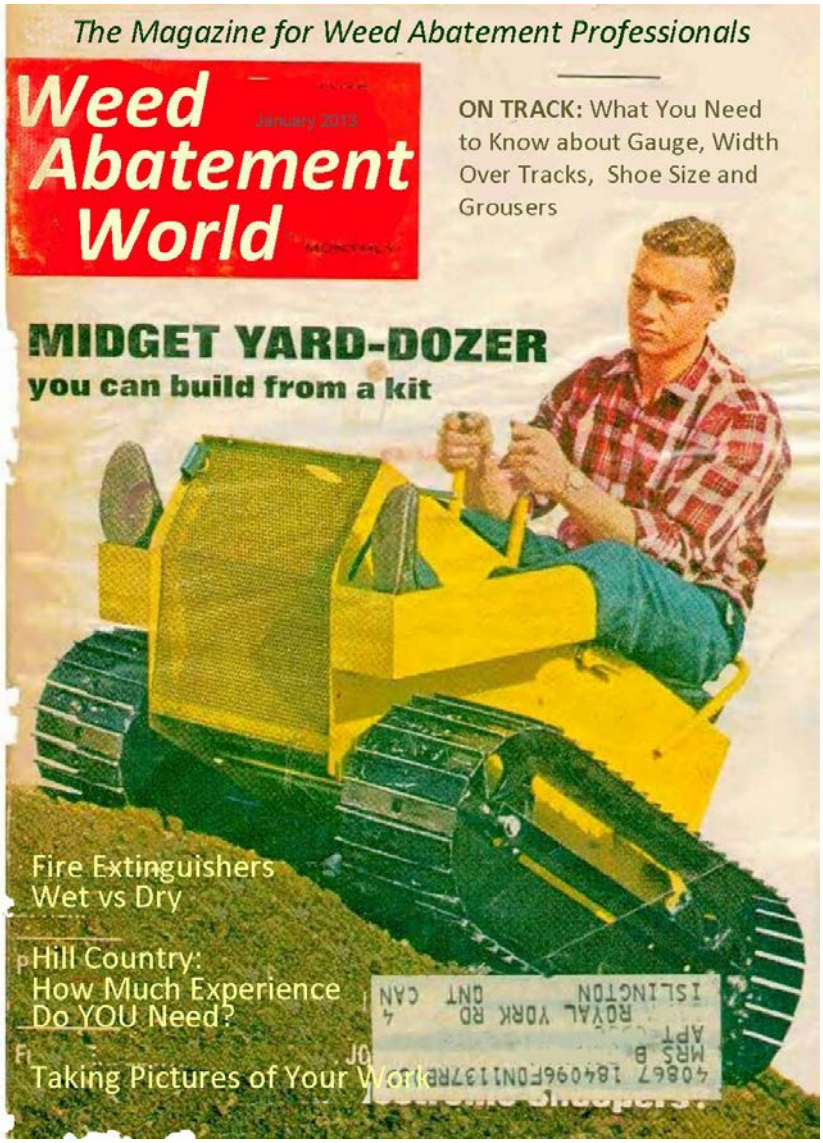
Los Angeles County Department of
Agricultural Commissioner/ Weights and Measures

WEED HAZARD ABATEMENT PROGRAM

A Public Safety Program

DEPARTMENT OF AGRICULTURAL COMMISSIONER/ WEIGHTS AND MEASURES



INVITATION FOR BIDS FOR

WEED ABATEMENT SERVICES -TRACTORS and TRUCKS-

December 2014

Prepared By
County of Los Angeles

INVITATION FOR BIDS (IFB)
WEED ABATEMENT SERVICES
- TRACTORS and TRUCKS -

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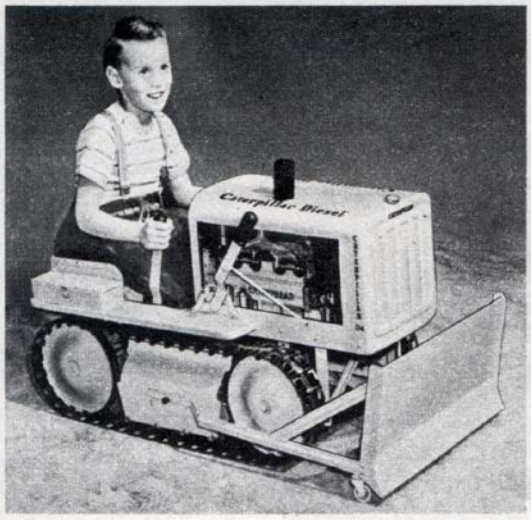
Child-Size Bulldozer Looks and Works Like the Real Thing



Scaled down to child-size, a pedal-operated bulldozer is a realistic model of a Caterpillar diesel tractor, complete with everything except the engine noise. The endless track rolls over four rubber-tired wheels and the tractor is steered by clutch levers just like the real thing. When one of the steering levers is pulled, the track on that side is raised, allowing the other track to swing the toy around. Another lever raises and lowers the blade. Energetic youngsters will use it to clear snow off sidewalks this winter.

¶If you'd like to take a long trip, travel one megaparsec, which is over 19 quintillion (19,000,000,000,-000,000,000) miles and is the unit used by astronomers to describe the distances of remote galaxies.

1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles, Department of Agricultural Commissioner/Weights and Measures (ACWM) is issuing this Invitation for Bids (IFB) to solicit bids for contracts with organizations which can provide reliable and cost effective weed, brush, or rubbish removal services using mechanized equipment (tractors with specialized equipment such as discs or mowers). This IFB is for 10 separate contracts based on the type of work or area. Interested contractors can submit a bid on one or more of the contracts.

The work being solicited may be highly seasonal with peak demand occurring from approximately late spring through summer. The areas where work is to be performed vary by contract and can range from countywide to specific geographic areas. More detailed information is provided in the IFB packet particularly in APPENDIX A - SAMPLE CONTRACT, APPENDIX B - STATEMENT OF WORK and APPENDIX C - TECHNICAL EXHIBITS.

IFB QUICK FACTS!

WHO ARE WE AND WHAT IS THIS INVITATION FOR BIDS (IFB)?

We are the Los Angeles County, Department of Agricultural Commissioner/ Weights and Measures (ACWM). One of our key missions is to provide safety from fires through a Weed and Brush Abatement Program, which focuses primarily on vacant properties throughout much of the County. We also provide rubbish abatement in certain areas of the County. While most of the 28,000 property owners involved in the program maintain their own properties free from hazardous weeds or brush, ACWM does the work on a significant number of them. This IFB is how ACWM solicits the vendors to do this important work.

We understand that the IFB and related documents can be difficult to read and can even be a little intimidating, especially if you are new to the system. For these reasons, we are providing you with this quick guide in plain language to help you decide if this is the kind of service you and your company are capable of providing and whether or not you should continue reading the entire IFB. This ***Quick Facts*** guide is for general information and does not supersede any requirements of the solicitation document or resulting contract.

WHAT ARE WE LOOKING FOR?

Basically, we are looking for reliable contractors who can provide weed or brush clearing using two main methods, which are: hand removal (Handwork) and tractor clearing (Tractor work). This IFB is for **tractor work** contracts. Contractors interested in performing handwork work should check our website or contact our office (See Page 8) to see if an IFB for handwork is available.

Tractor Work

General

Tractor work contracts involve weed and brush clearing using tractors with attachments like discs and mowers. Most of the tractor **mowing** contracts require fairly standard, medium duty tractors with rubber tires. However, the tractor **discing** contracts may require a very specialized type of track layer (crawler) tractor, which may be difficult to obtain. In addition, in some areas of the county, tractor discing requires a highly skilled operator. Read the STATEMENT OF WORK and information in the sections called Tractor Contracts Available for 2015-2016.

Hourly Tractor Work

Hourly tractor work is bid and worked by the hour. In other words, the contractor submits a bid on the cost per hour to provide the equipment and trained personnel to transport and operate the equipment. Work is performed under direct worksite guidance from ACWM personnel.

Area Tractor Work

Area tractor contracts are proposed and worked by an area of a specified size. The area can be by the acre or parts of an acre. For most of the area tractor contracts, work is assigned to a Contractor in a "packet" containing maps and other information for up to dozens of vacant parcels of land, which are to be cleared according to the STATEMENT OF WORK or special instructions. The contractor must complete the packet of work within a specified timeframe, usually 14 days. Except for tumbleweed mowing, all of the work is expected to be performed independently by the contractor and his/her staff without direct worksite guidance from ACWM personnel. After the work is done, someone from ACWM inspects the work and authorizes payment to the contractor. Some of the area discing contracts may also require hand trimming of weeds along sidewalks or other perimeters.

OTHER THINGS TO CONSIDER

Seasonal Workload

Since the main mission of ACWM's weed and brush abatement program is to provide timely fire protection, there is tremendous pressure to get most of the clearance work done before the fire season. This means most of the requests for work will be during the late spring and early summer. If you are already in the business of weed and brush removal, this could also be when most of your other clients are demanding work. One of the things you will need to consider is whether or not you are capable of handling this workload peak.

Submitting a Bid On More Than One Contract

You may submit a bid on more than one of the available contracts. However, the minimum requirements listed are for one contract. Therefore, to qualify for more than one contract, you may be required to clearly demonstrate your ability to handle the additional work

Weather

All of our contracts are based on our best estimate of the upcoming season's rainfall, as well as, other factors like how many property owners are likely to do their own weed and brush abatement. Low rainfall can result in significant reductions in the amount of work we will need from a contractor.

Travel Time

Some of the contracts are for work in specific regions of the County and some are for work countywide. Make sure you take into consideration the distance from your office or equipment yard to the work locations.

1.2 Overview of Solicitation Document

This Invitation for Bids (IFB) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders in how to prepare and submit their Bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
  - **A - SAMPLE CONTRACT:** Lists the terms and conditions in the Contract.
  - **B - STATEMENT OF WORK:** Explains in detail the statement of work to be performed in the Contract.
  - **C - TECHNICAL EXHIBITS:** Exhibits that accompany the Statement of Work.
  - **D - REQUIRED FORMS:** Forms contained in this section must be completed and included in the Bid.
  - **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.

- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County Program.
- **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program.
- **K - DEFAULTED PROPERTY TAX PROGRAM:** County program

1.3 Terms and Definitions

Throughout this IFB, 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, Paragraph 2 - Definitions.

1.4 Bidder's Minimum Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in APPENDIX B - STATEMENT OF WORK, of this IFB are invited to submit bids, provided they meet the following requirements.

1.4.1 Bidder must have three (3) years experience, within the last 10 years, providing tractor work of the type and scope being solicited, or services equivalent or similar to the services identified in APPENDIX B - STATEMENT OF WORK. A minimum of four (4) contracts, for this listed experience, from at least two (2) different companies or agencies must be included in the bid using the forms provided in APPENDIX D - REQUIRED FORMS.

1.4.2 Bidder must meet any additional minimum requirements for individual contracts listed in APPENDIX B - STATEMENT OF WORK.

1.4.3 Bidder's equipment shall meet all of the requirements as specified in the IFB, APPENDIX A - SAMPLE CONTRACT or APPENDIX B - STATEMENT OF WORK.

1.4.4 Bidder's equipment operators shall meet the experience requirement(s) as specified in APPENDIX B -STATEMENT OF WORK.

1.4.5 Bidders must meet any additional minimum requirements for designated Concurrent Contracts pursuant to the following:

Concurrent Contracts

The minimum requirements in this IFB apply when submitting a bid on only one of the available contracts. A contract in the IFB that is likely to require a significant amount of the same type of work to be performed at the same time as another contract in the IFB may be designated a "Concurrent Contract". A Bidder may submit a bid on more than one of the designated Concurrent Contracts, but the minimum requirements in terms of equipment and personnel must be cumulative for each additional contract. Failure to meet the cumulative minimum requirements when bidding on more than one of the contracts may render a bid nonresponsive for some or all of the additional contracts. Designation of Concurrent Contracts shall be at the sole discretion of the County. When determining contract concurrency, the County may also consider any existing contracts the contractor may have with the County.

1.4.6 All of the minimum requirements as set forth in the preceding sub-paragraph 1.4, BIDDER'S MINIMUM REQUIREMENTS, must be met

in order to be considered for contract award, and all documentation will be verified by the Department. Failure to provide documentation and/or references to substantiate minimum requirements may result in disqualification of bid.

1.5 County Rights and Responsibilities

The County has the right to amend the IFB by written addendum. The County 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 County records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the County. 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.

1.6 Contract Term

1.6.1 The Contract term shall be for a period of one (1) year. The Contract shall commence on July 1, 2015, following Board of Supervisors' award, and expire on June 30, 2016.

1.6.2 The Contract may be extended by amendment at the sole discretion of the Commissioner upon mutual agreement with the Contractor for two (2) additional 12-month periods.

1.6.3 The Contract may be extended at the sole discretion of the Commissioner beyond the expiration date and upon mutual agreement with the Contractor, in writing, on a month-to-month basis for a period of time not to exceed six (6) months. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

1.7 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract except as provided in 1.7.1 of this subsection.

1.7.1 Upon mutual agreement between the Contractor and the Department, a contract may be amended to allow a contractor to perform work in an area other than that designated in his or her Contract. In this case, the Contractor will be compensated at the rate equal to the Contactor's existing contract, or at the rate established in the new area. If the County determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the County and the Contractor.

1.8 Contact with County Personnel

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

Attn: Myrna Madrid
ACWM
12300 Lower Azusa Road
Arcadia, CA 91006
mmadrid@acwm.lacounty.gov
Fax #: (626) 350-7077

If it is discovered that Bidder 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 bid from further consideration.

1.9 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine

which bid best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award a contract.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's homepage at http://camisvr.co.la.ca.us/webven/ . IFB information is located under Class Code 988 and Sub-Class Code 98889.

1.11 County Option to Reject Bids

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

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the Section below. It is the responsibility of the Bidder challenging the decision of a County department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder 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.

1.12.3 **Grounds for Review**

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

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Instructions to Bidders Section)
- Review of a Disqualified Bid (Reference Sub-paragraph 3.3 in the Bid Review and Selection Section)
- Review of Department's Proposed Contractor Selection (Reference Sub-paragraph 3.5 in the Bid Review and Selection Section)

1.13 Notice to Bidders Regarding the Public Records Act

1.13.1 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 receives a letter from the recommended Proposer's authorized officer that the negotiated contract is a firm offer of the recommended Proposer; and (3) the Department 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's proposer recommendation appears on the Board Agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined a business or trade secrets, and plainly marked by the Proposer as “Trade Secret,” Confidential,” or “Proprietary.”

1.13.2 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 Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in APPENDIX A - SAMPLE CONTRACT, Sub-paragraph 8.20. The Contractor 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 8.21 and 8.22.

1.15 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

1.16 Injury and 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.

1.17 Independent Contractor Status

Contractor shall be required to comply with the Independent Contractor Status provision contained in Sub-paragraph 8.19 in APPENDIX A - SAMPLE CONTRACT.

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in APPENDIX D - REQUIRED FORMS, Form T- 4, *Certification of No Conflict of Interest*.

1.19 Determination of Bidder Responsibility

1.19.1 A responsible Bidder is a Bidder 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 Bidders.

1.19.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is

responsible based on a review of the Bidder'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 Bidder against public entities. Labor law violations, which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

1.19.3 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder'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.

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

1.19.5 If the Bidder 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 Bidder shall reside with the Board of Supervisors.

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

1.20 Bidder Debarment

1.20.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder 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 Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.

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

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

1.20.4 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.

1.20.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder 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 Bidder 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.

1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder 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.

1.20.7 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.

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

1.20.9 Appendix H 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.

1.21 Bidder's Adherence to County Child Support Compliance Program

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of

Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.22 Gratuities

1.22.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder 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 a Contract.

1.22.2 Bidder Notification to County

A Bidder 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 Bidder's submission being eliminated from consideration.

1.22.3 Form of Improper Consideration

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

1.23 Notice to Bidders 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 Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in APPENDIX D - REQUIRED FORMS, (Required Form T-5), as part of their Bid.

1.24 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 the Internal Revenue Service Notice No. 1015. Reference APPENDIX I.

1.25 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders 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 the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in APPENDIX D - REQUIRED FORMS (Required Form T-9), along with their Bid.

1.26 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.

1.27 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in APPENDIX A - SAMPLE CONTRACT, Sub-paragraph 8.32.

1.28 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 Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.29 County Policy on Doing Business with Small Business

1.29.1 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.

1.29.2 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 1.31 of this Section.

1.29.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Sub-paragraph 1.30 of this Section.

1.29.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.30 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, Appendix G, and the pertinent jury service provisions of the SAMPLE CONTRACT, APPENDIX A, Sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 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.

1.30.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County, or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this Contract is less than $500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.30.3 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, Required Form T-10 in APPENDIX D - REQUIRED FORMS, 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.

1.31 Local Small Business Enterprise (SBE) Preference Program

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

1.31.2 To apply for certification as a Local SBE, businesses may register at the Internal Services Department's web-site at: http://laosb.org.

1.31.3 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 T-6 in APPENDIX D - REQUIRED FORMS 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.

1.31.4 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/smbus/default.

1.32 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.

1.33 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Required Form T-3*, Bidder's Organization Questionnaire/Affidavit.* Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.34 Transitional Job Opportunities Preference Program

1.34.1 In reviewing bids, 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 that: 1) 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) provides 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.

1.34.2 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 Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.34.3 To request the Transitional Job Opportunities Preference, Bidder must complete the *Transitional Job Opportunities Preference Application* – Form T-12 in APPENDIX D – REQUIRED FORMS and submit it along with all supporting documentation with their proposal.

1.35 Disabled Veteran Business Enterprise Preference Program

1.35.1 The County will give DVBE preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise (DVBE), consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:

1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise (DVBE); or

2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

1.35.2 Certified DVBEs must request the DVBE Preference in their solicitation responses and may not requests the preference unless the certification process has been completed and certification confirmed.

1.35.3 In no case shall the DVBE 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.

1.35.4 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 DVBE.

1.35.5 Information about the State's DVBE certification regulation 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 Veteran Affairs Website at: http://www.vetbiz.gov/

1.36 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" or "Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix L, and the pertinent provisions of the SAMPLE CONTRACT (APPENDIX A), Sub-paragraph 8.43 and 8.44, 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.

Bidders 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 T-13 in APPENDIX D – 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).

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

1.37 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 INSTRUCTIONS TO BIDDERS

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

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 Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB ..... …..December 31, 2014
- Request for a Solicitation Requirements Review Due..... January 14, 2015
- Questions Due ..... January 20, 2015
- Mandatory Bidders Conference..... January 22, 2015
- **Bids Due by……..... February 11, 2015 @ 5:00 P.M.**

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting APPENDIX E - *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 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 10 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 Vendor.

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 Bidders' Questions

Bidders may submit written questions regarding this IFB by mail, fax or e-mail to the person identified below. All questions must be received by January 20, 2015. All questions, without identifying the submitting company, will be discussed during the mandatory Bidder's Conference. As appropriate, answers may be compiled and issued as a written addendum to the IFB.

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

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

Questions should be addressed to:

Myrna Madrid
ACWM
12300 Lower Azusa Road
Arcadia, CA 91006
mmadrid@acwm.lacounty.gov
Fax #: (626) 350-7077

2.6 Bidders' Conference

A **Mandatory Bidders Conference** will be held to discuss the IFB. County staff will respond to questions from potential Bidders. All potential bidders must attend this conference or their bids will be rejected without review and eliminated from further consideration. The conference is scheduled as follows:

January 22, 2015
ACWM Headquarters
9:00 a.m.
12300 Lower Azusa Road
Arcadia, CA 91006

2.7 Bid Format

Bids shall consist of all of the Required Forms in APPENDIX D - REQUIRED FORMS properly completed and in the order listed on the Checklist *(Required Form T-2).* Bid packets shall be held together with a staple or other office fastener in the upper left part of the packet.

2.8 Bid Submission

The original Bid shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

"BID FOR WEED ABATEMENT SERVICES"

The Bid and any related information shall be delivered or mailed to:

Attn: Myrna Madrid
Los Angeles County
ACWM
12300 Lower Azusa Rd.
Arcadia, CA 91006

It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Bids received after the scheduled closing date and time for receipt of Bids, as listed in Sub-paragraph 2.3, IFB Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Until the bid submission deadline, errors in bids may be corrected by a request in writing to withdraw the bid and by submission of another set of bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of bids has passed.

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the lowest bid price will be determined as follows:

Local SBE Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed $50,000, and that amount will be deducted from the Bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

Disabled Veteran Business Enterprise Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference.

3.1.2 The lowest price bidder will be reviewed to determine responsibility pursuant to subparagraph 1.21. The lowest price bid will then be reviewed to determine if it is responsible using the steps outlined in subparagraphs 3.2 through 3.4 below.

3.2 Adherence to Minimum Requirements

County shall review the Bidder's *Organization Questionnaire/Affidavit* – Form T-3 of APPENDIX D, REQUIRED FORMS*,* and determine if the Bidder meets the minimum requirements as outlined in Sub-paragraph 1.4 of this IFB.

Adherence to minimum requirements for equipment and equipment operators will be determined using the Bidder's *Statement of Equipment* and *Statement of Personnel (*EXHIBIT D-REQUIRED FORMS*).* A physical inspection to verify equipment type and condition may be performed at the sole discretion of the County.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

3.3 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Bidder 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 Bidder;

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 Bidder, in writing, prior to the conclusion of the evaluation process.

3.4 Bid Review

3.4.1 Bidder's Qualifications and Performance History

1. Bidder will be evaluated on their capacity as a corporation or other entity to perform the required services based their experience, equipment and personnel using information provided in the required bid submission forms (APPENDIX D - REQUIRED FORMS).

2. Bidders past performance on department contracts, if any, will be reviewed. If serious performance issues are identified within the last three years, <u>some or all of the bid(s) may be disqualified</u>.

3. Bidder will be evaluated on the verification of references as provided in the bid. 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.

Additional Information Concerning References

It is the Bidder's sole responsibility to ensure that the firm's name and point of contact's name, title, and phone number for each reference is accurate.

County may disqualify a Bidder if:

a. references fail to substantiate Bidder's description of the services provided; or

b. references were for work/contracts that were not of the same type or scope (size, amount, etc.) as the contact(s) upon which a bid is being made in this IFB; or

c. references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel; or

d. the Department is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact that Department staff will be contacting them during normal business hours.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this section3.5 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 bidder/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 bid format requirements.
        ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
        iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
    b. The department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
    c. 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 Bidder would have been the lowest cost, responsive, and responsible bid.

Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the Bidder 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 Bidder of the manner and timeframe for requesting a County Independent Review (see Section 3.5.2 below).

3.5.2 County Independent Review Process

Any Bidder 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 a 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 the County Independent Review is a Bidder;

2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

3. The person or entity requesting the 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 3.5.1 above.

   Upon completion of the County Independent Review, the Los Angeles County Department of Internal Services (ISD) will forward its report to the Department which will provide a copy to the Bidder.

APPENDIX A

IFB SAMPLE CONTRACT

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

WEED ABATEMENT SERVICES: TRACTORS and TRUCKS

SAMPLE CONTRACT PROVISIONS
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SAMPLE CONTRACT

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND

_____

FOR
WEED ABATEMENT SERVICES: TRACTORS and TRUCKS

This Contract and Exhibits made and entered into this ___ day of _____, 2015 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Weed, Brush or Rubbish Abatement Services when certain requirements are met; and

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

WHEREAS, this Contract is therefore authorized under the California Health and Safety Code, section 14875, *et seq*. and Titles 2 (Sections 2.40.040(A) and 2.121(B)(4)) and 32 (Section 325.5) of the Los Angeles County Code of Ordinances; 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

Exhibits A, B, C, D, E, F and G 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 and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's EEO Certification

1.4 EXHIBIT D - County's Administration

1.5 EXHIBIT E - Contractor's Administration

1.6 EXHIBIT F - Jury Service Ordinance

1.7 EXHIBIT G - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – AMENDMENTS, and signed by both parties.

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Area Contract*** shall mean a Contractor's work shall be compensable on a square-foot or area basis as opposed to being compensated by the hour. Except Tumbleweed Mowing, Area Contracts do not have County personnel onsite to provide Worksite Guidance.

2.3 ***Area Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.

2.4 ***Bidder*** shall refer to a person or other entity bidding to do the work specified.

2.5 ***Commissioner*** shall refer to the Agricultural Commissioner/Director of Weights and Measures of the County of Los Angeles.

2.6 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.7 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB, which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.8 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.9 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.10 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.11 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/ Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.12 ***County Project Manager*** shall refer to the person with responsibility to oversee the day-to-day activities of this Contract including the responsibility for inspections of any and all tasks, services, or work provided by the Contractor.

2.13 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.14 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.15 ***Fiscal Year*** shall mean the 12 month period beginning July 1, 2015 and ending the following June 30, 2016.

2.16 ***Hourly Tractor Contract*** or ***Hourly Contract*** shall mean a Contractor tractor/ truck operation which shall be compensable on an hourly basis. Hourly contracts have County personnel present onsite to provide Worksite Guidance.

2.17 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.18 ***Non-responsive*** shall mean the failure of a bidder to comply with all solicitation requirements making the bid ineligible for consideration during the Evaluation/ Review process.

2.19 ***Overtime*** shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.

2.20 ***Overtime Rate*** shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.

2.21 ***Perimeter*** shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. ***Reasonable*** will be determined by the Commissioner or his authorized representative.

2.22 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.23 ***Tractor*** refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower, or other attachment. Acceptable tractor types, specifications, etc., are found in section 8.0 and 9.0 of Exhibit A-STATEMENT OF WORK.

2.24 ***Tumbleweed Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.

2.25 ***Weed Abatement Mapbook*** shall refer to the current Los Angeles County Assessor's Mapbook on file with the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures and including any Department-specific notations such as area where work is to be performed and hazards to avoid

2.26 ***Work Standard*** is the amount of time it takes to clear a parcel, which has been established by an average of prior years Contractor clearances on the parcel.

2.27 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed, disposition of cleared material and where to

unload and load equipment on the transports. It also means Department personnel will handle any required Temporary Traffic Control as well as answer questions and concerns from property owners, the public, or Fire Department personnel.

2.28 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in Appendix C – TECHNICAL EXHIBITS.

2.29 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.30 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/Director of Weights and Measures or his authorized representative.

3.0 WORK

3.1 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 in herein.

3.2 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.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing on July 1, 2015, after execution by County's Board of Supervisors, and unless sooner terminated or extended, in whole or in part, as provided in this Contract, terminating on June 30, 2016.

4.2 The County shall have the sole option to extend this Contract term, upon mutual agreement with the contractor by amendment, for up to two additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Agricultural Commissioner/ Director of Weights and Measures or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including whether the County will exercise a contract term extension.

4.3 The Contractor shall notify the Agricultural Commissioner/Weights and Measures Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Agricultural Commissioner at the address herein provided in EXHIBIT D – COUNTY'S ADMINISTRATION.

5.0 CONTRACT SUM

5.1 The maximum annual amount of this contract is $_____ (see EXHIBIT B – PRICING SCHEDULE).

5.2 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.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Agricultural Commissioner/Weights and Measures Department at the address herein provided in EXHIBIT D - COUNTY'S ADMINISTRATION.

5.4 **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 by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in EXHIBIT A – 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 EXHIBIT B – PRICING SCHEDULE, 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.

5.5.2 The Contractor's invoices shall be priced in accordance with EXHIBIT B – PRICING SCHEDULE.

5.5.3 The Contractor's invoices shall contain the information set forth in EXHIBIT A – STATEMENT OF WORK describing the type of work, Zone, hours or units for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

ATTN: Budget and Fiscal Services
County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia, CA 91006-5872

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 Local Small Business Enterprises – 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

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in EXHIBIT D – COUNTY'S ADMINISTRATION. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager 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 Project Manager 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.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in EXHIBIT E – CONTRACTOR'S ADMINISTRATION. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor 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 Project Manager.

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 Agricultural Commissioner or the Board of Supervisors. The Commissioner is authorized to amend the sum of the contract in an amount not to exceed 10% for additional work as required by County in its sole discretion.

8.1.2 Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the

Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor.

8.1.3 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 Agricultural Commissioner or his designee.

8.1.4 The Agricultural Commissioner or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 – TERM OF CONTRACT. 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 Agricultural Commissioner 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 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 **Compliance with Applicable Laws**

8.5.1 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.

8.5.2 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 8.5 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.

8.6 **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 Exhibit D - *Contractor's EEO Certification.*

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 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 H and incorporated by reference into and made a part of this Contract.

8.7.2 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 purposes 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.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence 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.

8.8.2 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.

8.9 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.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 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. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 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.

8.11.2 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.

8.11.3 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.

8.11.4 **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 long 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 documenta-tion. 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.

8.11.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.12 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

8.13 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.13.1 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.

8.13.2 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).

8.14 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.

8.15 EMPLOYMENT ELIGIBILITY VERIFICATION

8.15.1 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.

8.15.2 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.

8.16 FACSIMILE or PDF REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronically submitted PDF representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 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 or PDF transmissions of such documents with subsequent (non-facsimile or non-PDF) transmission of “original” versions of such documents.

8.17 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.

8.18 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.19 INDEPENDENT CONTRACTOR STATUS

8.19.1 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.

8.19.2 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.

8.19.3 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.

8.20 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.

8.21 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 8.21 and 8.22 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.

8.21.1 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 $50,000.00, 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:

ATTN: Jo Anne Benavidez
County of Los Angeles
Agricultural Commissioner/Weights & Measures Dept.
12300 Lower Azusa Road
Arcadia, CA 91006-5872

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.

8.21.2 **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.

8.21.3 **Cancellation of or Change 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 10 days in advance of cancellation for non-payment of premium and 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.

8.21.4 **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.

8.21.5 **Insurer Financial Ratings**

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

8.21.6 **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.

8.21.7 **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.

8.21.8 **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.

8.21.9 **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.

8.21.10 **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.

8.21.11 **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.

8.21.12 **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.

8.21.13 **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.

8.21.14 **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.

8.22 INSURANCE COVERAGE

8.22.1 **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: .....$1 million

8.22.2 **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. Policy will be endorsed for the use of Mobile Equipment and trailers.

8.22.3 **Workers Compensation and Employers' 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 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.

8.23 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.23.1 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.

8.23.2 The Contractor shall certify to, and comply with, the provisions of EXHIBIT C - CONTRACTOR'S EEO CERTIFICATION.

8.23.3 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.

8.23.4 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.

8.23.5 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.

8.23.6 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 8.23 when so requested by the County.

8.23.7 If the County finds that any provisions of this sub-paragraph 8.23 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.

8.23.8 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 $500.00 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.24 NON EXCLUSIVITY

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

8.25 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.

8.26 NOTICE OF DISPUTES

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

8.27 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.

8.28 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 I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.29 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 EXHIBITS D – COUNTY'S ADMINISTRATION and E – CONTRACTOR'S ADMINISTRATION. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.30 PUBLIC RECORDS ACT

8.30.1 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 8.31 - Record Retention and Inspection/Audit Settlement of this Contract; as well as, those documents which were required to be submitted in response to the Invitation for Bids (IFB) 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.

8.30.2 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.

8.31 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.

8.31.1 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 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).

8.31.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.31 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.31.3 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.

8.32 **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.

8.33 **SUBCONTRACTING**

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

8.34 **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 8.13 - 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 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to

sub-paragraph 8.36 - TERMINATION FOR DEFAULT and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.35 **TERMINATION FOR CONVENIENCE**

8.35.1 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 10 days after the notice is sent.

8.35.2 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.

8.35.3 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 8.31, RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.

8.36 **TERMINATION FOR DEFAULT**

8.36.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project 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.

8.36.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.36.1, 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.

8.36.3 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 8.36.2 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 8.36.3, the terms "Sub-contractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.36.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.36, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.36, or that the default was excusable under the provisions of sub-paragraph 8.36.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.35 - TERMINATION FOR CONVENIENCE.

8.36.5 The rights and remedies of the County provided in this sub-paragraph 8.36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.37 TERMINATION FOR IMPROPER CONSIDERATION

8.37.1 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.

8.37.2 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.

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

8.38 **TERMINATION FOR INSOLVENCY**

8.38.1 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 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.

8.38.2 The rights and remedies of the County provided in this sub-paragraph 8.38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.39 **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.

8.40 **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.

8.41 **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.

8.42 **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 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 **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.

8.44 **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 8.43 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.

8.45 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 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the

purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM** (This is only for contracts where the Contractor is certified as a Transitional Job Opportunity Vendor.)

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debar-ment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 **DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM** (This is only for contracts where the Contractor is certified as a Transitional Job Opportunity Vendor.)

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.3.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld

information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Agricultural Commissioner/Director of Weights and Measures and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____Name_____)

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Agricultural Commissioner/Director of Weights and Measures

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By_____
Deputy County Counsel

IFB for Weed Abatement Services

Tractors and Trucks STATEMENT of WORK

IFB STATEMENT OF WORK (Handwork) – APPENDIX B

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APPENDIX B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Seasonality of Work/Importance for Fire Prevention

The County is soliciting Bids for work that is highly seasonal and critical for timely fire prevention. Removal/mitigation of hazardous vegetation is an important element in emergency preparedness and delays may place lives and property in jeopardy. In most cases, work performed under the contracts will be compressed into a narrow time period and not evenly spaced throughout the contract period. In many cases, there is a heavy seasonal peak in the workload. The Bidder must consider the time frame when equipment or personnel resources must be available to do the work. The ability of a Bidder to provide equipment or personnel resources during a seasonal workload peak is a factor the County will use to determine a recommendation of a contract award.

1.2 Reassignment of Work

If a contractor is unable to meet all or a portion of his/her obligation, the Department reserves the right to assign another contracted vendor to perform the work required.

1.3 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 lowest cost and responsive/responsible bidder amongst the original bids or solicit bids again.

1.4 Other Work Conditions

The Bidder must make a careful examination and fully inform himself/herself as to the scope of work required, distance from his/her headquarters, and the geographical terrain in the designated area (zone or section) where the work is being proposed. The County will in no case

be responsible for any loss or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself/herself in regard to all conditions pertaining to the work.

1.5 Authority of Zone Inspector

The Zone Inspector, with input from his or her field supervisor, shall evaluate the quality of the work performed, and the rate of progress of the work.

1.6 Workload Estimate

The total hours or units of a specific contract are an estimate of the anticipated workload. This estimate is not to be taken in any sense as a guarantee of minimum quantities of work available to the Contractor. The County will not be responsible for any error occurring in the estimates.

1.7 Right to Utilize Other Contractors/Cancel Work

The County reserves the right to utilize other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for execution of their work and shall properly coordinate his/her work with other Contractors as requested by the Department. The County reserves the right to cancel or terminate any or all contracts in any zone/section at any time due to lack of work.

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Area Contract*** shall mean a Contractor's work shall be compensable on a square-foot or area basis as opposed to being compensated by the hour. Except Tumbleweed Mowing, Area Contracts do not have County personnel onsite to provide Worksite Guidance.

2.3 ***Area Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.

2.4 ***Bidder*** shall refer to a person or other entity bidding to do the work specified.

2.5 ***Commissioner*** shall refer to the Agricultural Commissioner/Director of Weights and Measures of the County of Los Angeles.

2.6 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.7 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB, which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.8 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.9 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.10 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.11 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/ Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.12 ***County Project Manager*** shall refer to the person with responsibility to oversee the day-to-day activities of this Contract including the responsibility for inspections of any and all tasks, services, or work provided by the Contractor.

2.13 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.14 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.15 ***Fiscal Year*** shall mean the 12 month period beginning July 1, 2015 and ending the following June 30, 2016.

2.16 ***Hourly Tractor Contract*** or ***Hourly Contract*** shall mean a Contractor tractor/ truck operation which shall be compensable on an hourly basis. Hourly contracts have County personnel present onsite to provide Worksite Guidance.

2.17 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.18 ***Non-responsive*** shall mean the failure of a bidder to comply with all solicitation requirements making the bid ineligible for consideration during the Evaluation/ Review process.

2.19 ***Overtime*** shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.

2.20 ***Overtime Rate*** shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.

2.21 ***Perimeter*** shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. ***Reasonable*** will be determined by the Commissioner or his authorized representative.

2.22 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.23 ***Tractor*** refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower, or other attachment. Acceptable tractor types, specifications, etc., are found in section 3.7, 8.0 and 9.0 of this STATEMENT OF WORK.

2.24 ***Tumbleweed Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.

2.25 ***Weed Abatement Mapbook*** shall refer to the current Los Angeles County Assessor's Mapbook on file with the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures and including any Department-specific notations such as area where work is to be performed and hazards to avoid

2.26 ***Work Standard*** is the amount of time it takes to clear a parcel, which has been established by an average of prior years Contractor clearances on the parcel.

2.27 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed, disposition of cleared material and where to unload and load equipment on the transports. It also means Department personnel will handle any required Temporary Traffic Control as well as answer questions and concerns from property owners, the public, or Fire Department personnel.

2.28 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in Appendix C – TECHNICAL EXHIBITS.

2.29 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.30 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/Director of Weights and Measures or his authorized representative.

3.0 RESPONSIBILITIES

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

COUNTY

3.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, and Administration of Contract-County. Specific duties will include:

3.1.1 Monitoring the Contractor's performance in the operation of this Contract.

3.1.2 Providing direction to the Contractor in areas related to policy, information, and procedural requirements.

3.1.3 Providing County staff for direct Worksite Guidance for all hourly contracts and tumbleweed mowing.

3.1.4 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

3.2 Furnished Items

The County will provide sufficient resources/information in terms of accurate maps, aerial images, addresses, etc., to allow the Contractor's staff to locate work locations. If necessary, the County will meet with Contractor's staff onsite to assist with identification of the correct parcel (property), delineate the work area, and for other reasons. For hourly work and tumbleweed mowing, the County will provide direct Worksite Guidance from a qualified employee. The County will provide the Contractor with guidance on how to properly and accurately invoice for services provided.

CONTRACTOR

3.3 Laws, Regulations and Policies

3.3.1 Errors and Omissions

The Contractor will not be allowed to take advantage of any error or omission in these Specifications. Such errors or omissions should be brought to the immediate attention of the Department. Full instructions will be given when such error or omission is discovered.

3.3.2 Laws and Policies to be Observed

The Contractor shall keep himself/herself fully informed of all existing federal, state, county or local laws, and regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunals having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.

The Contractor shall at all times, observe and comply with, and shall cause all his/her agents and employees to observe and comply with, all such existing and future safety requirements, laws, ordinances, regulations, orders, and decrees; and shall protect, indemnify and hold harmless the County and all of its officers, agents, or servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees.

Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work and shall not again be employed for Department work except with written consent from the Department.

The Contractor shall procure all permits and licenses, and pay all charges and fees, incidental to the due and lawful performance of the work.

3.4 Worksite Safety

3.4.1 Safety Equipment

Contractor shall provide and assure the use of appropriate safety equipment as required by Cal/OSHA for all work (i.e., hearing protection, helmets, boots, gloves, goggles, chaps, and shin guards). Any and all safety features such as guards, shields, etc., which were originally supplied or recommended by the equipment or vehicle manufacturer shall remain in place and operational.

3.4.2 Safe Work Practices

Contractors shall comply with all applicable CAL/OSHA rules related to safe work practices including, but not limited to, Title 8, Article 12 (Tree Work, Maintenance or Removal), Sections:

3421-General

3423-Electrical Hazards, General

3424-Mobile Equipment

3425-Portable Power Hand Tools

3426-Hand Tools

3427-Safe Work Procedures

3428-Operating Rules

Chainsaws and polesaws shall be used in accordance with CAL/OSHA Regulations (California Code of Regulations, Title 8, Sections 3425 and 6283).

3.4.3 Fire Prevention

All tractors and power equipment with internal combustion engines must be equipped with a United States Forest Service approved spark arrester.

A fire extinguisher shall be required on each tractor. It must be Underwriters Laboratory approved, 10-pound, dry chemical, all-purpose ABC type and be mounted on each tractor, ready and available for use at all times. Fire extinguishers shall display a current inspection tag throughout the term of the contract. Additional fire extinguisher requirements may apply. See Paragraphs 8.0 and 9.0.

An appropriate fire extinguisher shall be maintained close enough to any clearing operation to effectively respond to fires caused by the equipment or equipment fueling. More than one fire extinguisher may be needed for multiple operations or when work is spread out over a large area.

Appropriate equipment fueling and fuel handling procedures shall be observed at all times which include, but are not limited to:

- Fueling equipment only in conditions not conducive to fire hazards
- Starting equipment at least 10 feet away from the fueling area
- Engine fuel (gasoline) is not to be used as a cleaning solvent

3.4.4 Heat Illness Prevention Program

Contractors shall comply with the CAL/OSHA Heat Illness Prevention Program (California Code of Regulations, Title 8, Section 3395).

3.4.5 Traffic Safety Program (Area Contracts)

For any operation where County personnel are not physically present at the worksite, Contractors are responsible for any required Temporary Traffic Control (TTC). The TTC shall conform to the most current California Manual on Uniform Traffic Control Devices (MUTCD) and shall be implemented under any of the following situations:

- Work on a road shoulder within 15 feet of the Traveled Way unless a K-Rail separates all personnel, work vehicles, and equipment from the Traveled Way (except city streets where vehicle parking is expected)
- Lane encroachment
- Lane closure
- Short duration street closure/blockage
- Any other situation where employees may be exposed to vehicular traffic, traffic-related flying debris, or an errant vehicle.

3.5 Care of Property/Property Damage/Erosion

3.5.1 Care of Property

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e., survey stakes, signs, sign posts, gates, and fencing) while performing the abatement activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks, and curbing. Fences, gates, etc., removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

3.5.2 Damage

All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor unless determined otherwise by the County Project Director. It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred. The procedure for handling damage complaints shall be as follows:

Upon receipt of a damage complaint, the County will send two (2) copies to the Contractor, one (1) for the Contractor's file and one (1) to be signed by the property owner, after settlement has been made and then returned to the Weed Abatement Division. This shall be completed within 30 days after postmark.

If the Contractor fails to take corrective action on a damage complaint within the 30 days, the County will send two (2) copies of the complaint directly to the insurance carrier of the Contractor involved, one (1) copy to be signed as a release and returned to the Weed Abatement Division within 60 days after postmark.

Failure to resolve property owner claims as herein described may result in contract termination, a poor rating in a Contractor

Performance Evaluation and possible placement of the Contractor in the County's Contractor Alert Reporting Database.

3.5.3 Erosion

If erosion resulting from the scheduled clearing activities is a concern, the Contractor should contact the Zone Inspector for further instructions prior to performing any clearance activities.

3.6 Personnel

3.6.1 Equipment and Transport Operators

The Contractor shall furnish a qualified and cooperative operator for each item of equipment specified in the contract. Either the operator(s), or someone else who will accompany the equipment throughout the work day, shall possess the ability to efficiently and safely unload and load the equipment from the transport. If an operator is determined to be unqualified or uncooperative, the Zone Inspector may halt the operation until a satisfactory replacement is furnished. Failure to provide a qualified and cooperative operator within a reasonable time, as determined by the Department, may result in termination of the contract or substitution of another contractor.

3.6.2 Number of Equipment and Transport Operators

For some contracts, more than one operator may be required. Additional information on the required number of operators is found in See Paragraph 8.0 (TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-2016), or 9.0 (RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-2016).

3.6.3 Operator Minimum Experience

For equipment that is compensated hourly (tractors, dump trucks, transports, attachments), operators shall have the following minimum experience using the type of equipment they are operating:

- Hourly Discing :
    - Hill areas.....four (4) years
    - Flat areas.....two (2) years
- Tumbleweed Mowing: .....two (2) years

3.7 Equipment

3.7.1 Equipment Inspection

Any and all equipment offered must be available for inspection by a Department representative prior to contract award. If equipment is to be leased or purchased, contact information on the supplier and specifications must be provided using the Required Forms. Unsatisfactory equipment may result in bid disqualification. Contractors shall submit manufacturer supplied equipment specifications, upon request.

3.7.2 General Equipment Specifications

All tractors, transports, trucks and required attachments (discs, mowers, buckets, etc.) must be reliable and well-maintained.

All trucks and trailers used for transportation of equipment must comply with Department of Transportation (DOT) and State Public Utilities Commission Regulations.

3.7.3 Additional Equipment Specifications and Numbers

Individual contracts may require specific types of tractors, trucks, attachments and/or minimum numbers of each. See Paragraph 8.0 (TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-2016), or 9.0 (RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-2016). Additional equipment may be utilized at the discretion of the Zone Inspector and the Contractor.

3.7.3 Equipment Maintenance, Breakdowns and Field Repairs

The Contractor shall provide at the job site, the necessary tools, spare parts and equipment to allow the operator to make minor

repairs and to keep contracted equipment operating and serviceable throughout the day. Any down time as a result of equipment breakdown and repairs, as well as any routine maintenance, shall be at Contractors' own expense

During equipment breakdown periods, the Contractor may substitute comparable equipment upon approval of the Zone Inspector.

Fueling and servicing of equipment shall be performed outside regular working hours unless otherwise authorized by the Zone Inspector.

3.8 Photographic Documentation

Photographic documentation must be provided for any operation where Department staff is not actually present during the work. The following applies to all Area tractor contracts except tumbleweed mowing:

1. Contractor shall provide minimum of (2) photos to indicate the condition of the property:
    a. Prior to clearance.
    b. After the clearing operation has been completed.
2. Contractor shall indicate the parcel number (mapbook, page, and parcel) and the date on the photo. Photos shall be taken with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more than two photos may be required. Samples of acceptable photographs are in IFB - APPENDIX C - TECHNICAL EXHIBITS.

Photographs are to be submitted along with the Contractor's *Area Tractor Work Reports* (see Sub-Paragraph 6.1). Failure to provide adequate photographic documentation may result in delays or denial of payment and negative performance evaluations.

4.0 Work Conditions and Performance Standards

4.1 Continuity of Work/Completion Period

Work shall be performed on a continuous basis on all parcels specified. For area contracts, work should be completed within 14 calendar days of assigned starting date. If not completed by that time, the work may be given to a different Contractor, or completed by the County.

4.2 Work in Another Zone (area)

Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor.

4.3 Property to be Cleared

The scope of each job (clearance distance from structures, etc.) shall be set and assigned by the Zone Inspector before clearing. Contractors will not be compensated for work done beyond what was assigned. If, after being awarded a contract, a Contractor has questions about exactly where he/she is being asked to perform work, the Contractor should not proceed and seek clarification from the Zone Inspector.

4.4 Performance Standards

4.4.1 General Standards of Care

Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical to work equipment without causing damage to said fences, hedges, trees, and structures. Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

4.4.2 Abatement Standards

The intent of the tractor operations is to help prevent the spread of fires, provide defensible space for firefighters and mitigate the problems associated with severe tumbleweed infestations. The following are standards regarding the condition of properties following abatement activities conducted pursuant to the Contracts. All work standards shall be under the authority of the Zone Inspector or his/her designee.

1. Discing: Disced properties are to have an overall even look with excessively deep furrows associated with turning the disc minimized. The disc shall cut into and turnover the soil sufficiently well to cover up almost all of the weeds and expose roots to desiccation. Few, if any, weeds shall remain in a vertical position.
2. Mowing: Flail mowers must be capable of cutting weeds and small brush of up to 2 inches in diameter down to a height of 3 inches. The stubble remaining shall have an overall even appearance and not look pushed over or ragged.
3. Tumbleweed Mowing: Mowers are expected to mow down and masticate tumbleweeds of the largest size and densest concentration to a level of 6 inches or less.

4.4.3 Work Standard (Time spent on the property)

Tractor work performed under an hourly contract shall meet or exceed the established Work Standard in terms of time for each parcel unless approved by the Zone Inspector. Sergeant

4.5 Properties Cleared by Their Owners

For Area Contracts (when County personnel are not present), upon arrival of the Contractor's crew, if the parcel is found to be in any stage of clearance or regrowth, the Contractor shall not do any work until authorized by the Zone Inspector. If the Contractor indicates that work

was done on a parcel, when in fact it was done by the owner, an investigation will be conducted and appropriate action taken.

5.0 Work Schedule

5.1 Daily Work Schedule (Hourly Contracts)

Unless, otherwise, and specifically authorized, paid time under Hourly Contracts will begin when work is started under the Worksite Guidance of Weed Abatement Division personnel. All reasonable travel time during working day from one work site to another will be considered as working time.

No specified number of hours will be guaranteed on a Contractor call out, however each Zone Inspector will attempt to provide at least four (4) hours of paid work.

5.2 When Work Can Be Expected

Requests for work can come in at any time of the year. However, for most contracts, requests for work are usually concentrated during a few months. Paragraphs 8.0 (TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-2016), and 9.0 (RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-2016) have a more realistic idea of when work can be expected for each contract.

5.3 Overtime

For some hourly tractor contracts, the County may ask the Contractor to work his/her equipment and personnel more than 40 hours in a week. In this case, the County will pay the Contractor an overtime rate to cover the additional cost of the equipment operator's overtime wages. This does not pertain to equipment transported from equipment yard to initial jobsite and transported from last job to equipment yard. All overtime work must be approved by the Zone Inspector. The Contractor may be asked to provide satisfactory proof of the equipment operator's hourly pay to justify the overtime rate.

6.0 Invoicing and Payment

6.1 Vendor Tractor Work Reports

6.1.1 Area Contracts

For all area tractor contracts (except tumbleweed mowing), a Vendor Area Tractor Work Report (Report) will be prepared by the Zone Inspector in advance of the work and given to the Contractor along with copies of maps, aerial imagery, or other information necessary to help the contractor find the work location(s). The Contractor uses the Report as a work list, completes all necessary work, and then returns the completed Report, mapbooks and required photographic documentation to the Zone Inspector. Each Report, along with the maps provided, shall be completed and returned to each of the respective zones no later than 14 calendar days after receipt of maps.

6.1.2 Verification of the Work Under Area Contracts

The Zone Inspector will verify the reported work completion which includes a physical inspection of the property and a check of the required photographic documentation. After verification, a copy of the Report is returned to the Contractor who will use it to prepare an invoice. Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor, the Zone Inspector will investigate any discrepancies and make the final determination.

6.1.3 Hourly Contract Reports

For all hourly work, the Zone Inspector or his or her leadperson will prepare an equipment time report indicating the hours and locations worked each day of the pay period. At the end of each work day, the Contractor's operator signs the report which documents that day's work. Invoices received from vendors will be compared to the hourly time reports for accuracy.

6.2 Invoices

The County will pay Contractors within 30 days of receipt of an invoice. If any discrepancies exist between the invoice and the Department's records, the determination of the Department will be final. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

7.0 Concurrent Contracts/Additional Minimum Requirements

There are no concurrent contracts this Fiscal Year

8.0 TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-16

8.1 Hourly Discing – Zone 7

8.1.1 Description of the Work

This contract is for per-hour discing of land in Weed Abatement Zone 7. Work is to be performed in accordance with the STATEMENT OF WORK.

8.1.2 Tractor Number and Type

One (1) steel track crawler (tracklayer) tractor with a minimum of 75 hp, minimum pad size (shoe size) of 24 inches and 2 inch grousers. It shall be capable of efficiently pulling the required disc in hill areas without overheating. The tractor, disc and transport must be compact enough for unloading/loading in tight areas and maneuvering on small properties once unloaded.

8.1.3 Tractor Blade

A dozer blade must be available, upon request, for hourly work. It shall be hydraulically-operated of an angle-type and not less than 8 feet wide.

8.1.4 Disc

The disc shall be hydraulically-controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than

26-inch diameter cutting-type blades. Disc weights shall be immediately available and used as requested by the Zone Inspector. The disc must be capable of efficiently turning weeds and small brush into the soil. Discs shall be not less than 7 feet 6 inches wide and weigh at least 4,000 lbs. If requested, there must be documentation of the weight of the disc either by certificate of weight from a public scale or other acceptable written documentation.

8.1.5 Operator Experience

Steep hillsides and some challenging unloads require operators with a minimum of four (4) years of experience.

8.1.6 The Area

Work under this contract will take place in the flat and hill sections of Zone 7 in areas like Agoura, Agoura Hills, Calabasas and Chatsworth. This is a very hazardous fire area in the County and timely weed and brush abatement is critical. (see IFB, APPENDIX C, TECHNICAL EXHIBITS - Weed Abatement Zones Map)

8.1.7 What to Expect

Narrow, winding roads, limited access and challenging tractor unloading/loading may be encountered. Individual jobs may range in size from ½ hour to 10 or more hours per tractor unload. All work will be performed under Worksite Guidance from Department personnel.

8.1.8 Time Period

Work is expected to begin about May 1 and end about June 15. This is not a designated concurrent this year.

8.1.9 Amount of Work

The amount of work estimated for Fiscal Year 2015-2016 is: 125 hours.

The amount of work is highly dependent on the amount of seasonal rainfall. For these reasons as well as other factors beyond the control of the County, there is no minimum guaranteed amount of work. No overtime work is anticipated.

8.1.10 Bid Pricing

Interested bidders will be submitting the price per hour to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

8.2 Hourly Discing – Zone 9

8.2.1 Description of the Work

This contract is for per-hour discing of land in Weed Abatement Zone 9. Work is to be performed in accordance with the STATEMENT OF WORK.

8.2.2 Tractor Number and Type

One (1) steel track crawler (tracklayer) tractor with a minimum of 75 hp, minimum pad size (shoe size) of 24 inches and 2 inch grousers. It shall be capable of efficiently pulling the required disc in hill areas without overheating. The tractor, disc and transport must be compact enough for unloading/loading in tight areas and maneuvering on small properties once unloaded.

8.2.3 Tractor Blade

A dozer blade must be available, upon request, for hourly work. It shall be hydraulically-operated of an angle-type and not less than 8 feet wide.

8.2.4 Disc

The disc shall be hydraulically-controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than 26-inch diameter cutting-type blades. Disc weights shall be immediately available and used as requested by the Zone

Inspector. The disc must be capable of efficiently turning weeds and small brush into the soil. Discs shall be not less than 7 feet 6 inches wide and weigh at least 4,000 lbs. If requested, there must be documentation of the weight of the disc either by certificate of weight from a public scale or other acceptable written documentation.

8.2.5 Operator Experience

Steep hillsides and some challenging loads/unloads require operators with a minimum of four (4) years of experience.

8.2.6 The Area

Work under this contract will take place in the flat and hill sections of Zone 9 in and around the Santa Clarita Valley including, Acton, Bouquet Canyon, Canyon Country, Castaic, Green Valley, Santa Clarita and Saugus. For more information about the area see APPENDIX C-TECHNICAL EXHIBITS, Weed Abatement Zones Map. This is one of the most hazardous fire areas in the County and timely weed and brush abatement is critical.

8.2.7 What to Expect

Narrow, winding roads, limited access and challenging tractor unloading/loading may be encountered. Individual jobs may range in size from ½ hour to 10 or more hours per tractor unload. All work will be performed under Worksite Guidance from Department personnel.

8.2.8 Time Period

Work is expected to begin about May 1 and end about June 15. This is not a designated concurrent this year.

8.2.9 Amount of Work

The amount of work estimated for Fiscal Year 2015-2016 is: 225 hours.

The amount of work is highly dependent on the amount of seasonal rainfall. For these reasons as well as other factors beyond the control of the County, there is no minimum guaranteed amount of work. No overtime work is anticipated.

8.2.10 Bid Pricing

Interested bidders will be submitting the price per hour to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

9.0 RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-16

9.1 Area Tumbleweed Mowing - Zone 8

9.1.1 Description of the Work

This contract is for per-acre tractor mowing of tumbleweeds in Weed Abatement Zone 8. Work is to be performed in accordance with the STATEMENT OF WORK.

9.1.2 Tractor Number and Type

Two (2), 4-wheel drive rubber-tire tractors each with a minimum of 65 HP and a suitable transport capable of simultaneous transportation of a tractor and mower.

9.1.3 Mowers

Two (2), rotary or flail type mowers capable of cutting a minimum swath of 8 feet; and

At least one (1), batwing, pull-type mower with hydraulic lift and fold dual wings, minimum blade overlap of 6 inches, chain shielding and 15 foot cutting swath must be made available on request.

9.1.4 The Area

This contract is for Zone 8 which encompasses the Antelope Valley. Work under this contract will take place in the flat sections of the Antelope

Valley with little to none in the nearby foothills. (see IFB, APPENDIX C, TECHNICAL EXHIBITS - Weed Abatement Zones Map)

9.1.5 What to Expect

Most of the area is flat with fairly easy access. The Antelope Valley has been the victim of extensive illegal dumping so trash should be expected on many of the parcels where work is performed. Most of the work will be performed under direct Worksite Guidance from Department personnel, however, on large parcels the vendor may be left alone for periods of up to an hour.

9.1.6 Time Period

All of the work under this contract will be performed after the tumbleweeds have been killed by frost and turned brown but before they begin to break free from the soil. Start dates can begin as early as late October and operations can end as late as February. This is not a designated Concurrent Contract.

9.1.7 Amount of Work

The amount of work estimated for Fiscal Year 2015-2016 is 1,500 acres. The amount of work is highly dependent on the amount and timing of seasonal rainfall. If there is sufficient rain during the right time of year, there is a tremendous amount of work necessary. If it does not rain, or if it does not rain at the right time, there may be little or no work. For these reasons, as well as other factors beyond the control of the County, there is no guaranteed minimum amount of work.

9.1.8 Proposal Pricing

Interested proposers will be submitting the price per acre to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

IFB for Weed Abatement Services

Tractors and Trucks STATEMENT of WORK

IFB STATEMENT OF WORK (Handwork) – APPENDIX B

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APPENDIX B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Seasonality of Work/Importance for Fire Prevention

The County is soliciting Bids for work that is highly seasonal and critical for timely fire prevention. Removal/mitigation of hazardous vegetation is an important element in emergency preparedness and delays may place lives and property in jeopardy. In most cases, work performed under the contracts will be compressed into a narrow time period and not evenly spaced throughout the contract period. In many cases, there is a heavy seasonal peak in the workload. The Bidder must consider the time frame when equipment or personnel resources must be available to do the work. The ability of a Bidder to provide equipment or personnel resources during a seasonal workload peak is a factor the County will use to determine a recommendation of a contract award.

1.2 Reassignment of Work

If a contractor is unable to meet all or a portion of his/her obligation, the Department reserves the right to assign another contracted vendor to perform the work required.

1.3 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 lowest cost and responsive/responsible bidder amongst the original bids or solicit bids again.

1.4 Other Work Conditions

The Bidder must make a careful examination and fully inform himself/herself as to the scope of work required, distance from his/her headquarters, and the geographical terrain in the designated area (zone or section) where the work is being proposed. The County will in no case

be responsible for any loss or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself/herself in regard to all conditions pertaining to the work.

1.5 Authority of Zone Inspector

The Zone Inspector, with input from his or her field supervisor, shall evaluate the quality of the work performed, and the rate of progress of the work.

1.6 Workload Estimate

The total hours or units of a specific contract are an estimate of the anticipated workload. This estimate is not to be taken in any sense as a guarantee of minimum quantities of work available to the Contractor. The County will not be responsible for any error occurring in the estimates.

1.7 Right to Utilize Other Contractors/Cancel Work

The County reserves the right to utilize other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for execution of their work and shall properly coordinate his/her work with other Contractors as requested by the Department. The County reserves the right to cancel or terminate any or all contracts in any zone/section at any time due to lack of work.

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Area Contract*** shall mean a Contractor's work shall be compensable on a square-foot or area basis as opposed to being compensated by the hour. Except Tumbleweed Mowing, Area Contracts do not have County personnel onsite to provide Worksite Guidance.

2.3 ***Area Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.

2.4 ***Bidder*** shall refer to a person or other entity bidding to do the work specified.

2.5 ***Commissioner*** shall refer to the Agricultural Commissioner/Director of Weights and Measures of the County of Los Angeles.

2.6 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.7 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB, which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.8 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.9 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.10 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.11 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/ Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.12 ***County Project Manager*** shall refer to the person with responsibility to oversee the day-to-day activities of this Contract including the responsibility for inspections of any and all tasks, services, or work provided by the Contractor.

2.13 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.14 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.15 ***Fiscal Year*** shall mean the 12 month period beginning July 1, 2015 and ending the following June 30, 2016.

2.16 ***Hourly Tractor Contract*** or ***Hourly Contract*** shall mean a Contractor tractor/ truck operation which shall be compensable on an hourly basis. Hourly contracts have County personnel present onsite to provide Worksite Guidance.

2.17 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.18 ***Non-responsive*** shall mean the failure of a bidder to comply with all solicitation requirements making the bid ineligible for consideration during the Evaluation/ Review process.

2.19 ***Overtime*** shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.

2.20 ***Overtime Rate*** shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.

2.21 ***Perimeter*** shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. ***Reasonable*** will be determined by the Commissioner or his authorized representative.

2.22 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.23 ***Tractor*** refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower, or other attachment. Acceptable tractor types, specifications, etc., are found in section 3.7, 8.0 and 9.0 of this STATEMENT OF WORK.

2.24 ***Tumbleweed Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.

2.25 ***Weed Abatement Mapbook*** shall refer to the current Los Angeles County Assessor's Mapbook on file with the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures and including any Department-specific notations such as area where work is to be performed and hazards to avoid

2.26 ***Work Standard*** is the amount of time it takes to clear a parcel, which has been established by an average of prior years Contractor clearances on the parcel.

2.27 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed, disposition of cleared material and where to unload and load equipment on the transports. It also means Department personnel will handle any required Temporary Traffic Control as well as answer questions and concerns from property owners, the public, or Fire Department personnel.

2.28 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in Appendix C – TECHNICAL EXHIBITS.

2.29 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.30 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/Director of Weights and Measures or his authorized representative.

3.0 RESPONSIBILITIES

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

COUNTY

3.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, and Administration of Contract-County. Specific duties will include:

3.1.1 Monitoring the Contractor's performance in the operation of this Contract.

3.1.2 Providing direction to the Contractor in areas related to policy, information, and procedural requirements.

3.1.3 Providing County staff for direct Worksite Guidance for all hourly contracts and tumbleweed mowing.

3.1.4 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

3.2 Furnished Items

The County will provide sufficient resources/information in terms of accurate maps, aerial images, addresses, etc., to allow the Contractor's staff to locate work locations. If necessary, the County will meet with Contractor's staff onsite to assist with identification of the correct parcel (property), delineate the work area, and for other reasons. For hourly work and tumbleweed mowing, the County will provide direct Worksite Guidance from a qualified employee. The County will provide the Contractor with guidance on how to properly and accurately invoice for services provided.

CONTRACTOR

3.3 Laws, Regulations and Policies

3.3.1 Errors and Omissions

The Contractor will not be allowed to take advantage of any error or omission in these Specifications. Such errors or omissions should be brought to the immediate attention of the Department. Full instructions will be given when such error or omission is discovered.

3.3.2 Laws and Policies to be Observed

The Contractor shall keep himself/herself fully informed of all existing federal, state, county or local laws, and regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunals having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.

The Contractor shall at all times, observe and comply with, and shall cause all his/her agents and employees to observe and comply with, all such existing and future safety requirements, laws, ordinances, regulations, orders, and decrees; and shall protect, indemnify and hold harmless the County and all of its officers, agents, or servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees.

Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work and shall not again be employed for Department work except with written consent from the Department.

The Contractor shall procure all permits and licenses, and pay all charges and fees, incidental to the due and lawful performance of the work.

3.4 Worksite Safety

3.4.1 Safety Equipment

Contractor shall provide and assure the use of appropriate safety equipment as required by Cal/OSHA for all work (i.e., hearing protection, helmets, boots, gloves, goggles, chaps, and shin guards). Any and all safety features such as guards, shields, etc., which were originally supplied or recommended by the equipment or vehicle manufacturer shall remain in place and operational.

3.4.2 Safe Work Practices

Contractors shall comply with all applicable CAL/OSHA rules related to safe work practices including, but not limited to, Title 8, Article 12 (Tree Work, Maintenance or Removal), Sections:

3421-General

3423-Electrical Hazards, General

3424-Mobile Equipment

3425-Portable Power Hand Tools

3426-Hand Tools

3427-Safe Work Procedures

3428-Operating Rules

Chainsaws and polesaws shall be used in accordance with CAL/OSHA Regulations (California Code of Regulations, Title 8, Sections 3425 and 6283).

3.4.3 Fire Prevention

All tractors and power equipment with internal combustion engines must be equipped with a United States Forest Service approved spark arrester.

A fire extinguisher shall be required on each tractor. It must be Underwriters Laboratory approved, 10-pound, dry chemical, all-purpose ABC type and be mounted on each tractor, ready and available for use at all times. Fire extinguishers shall display a current inspection tag throughout the term of the contract. Additional fire extinguisher requirements may apply. See Paragraphs 8.0 and 9.0.

An appropriate fire extinguisher shall be maintained close enough to any clearing operation to effectively respond to fires caused by the equipment or equipment fueling. More than one fire extinguisher may be needed for multiple operations or when work is spread out over a large area.

Appropriate equipment fueling and fuel handling procedures shall be observed at all times which include, but are not limited to:

- Fueling equipment only in conditions not conducive to fire hazards
- Starting equipment at least 10 feet away from the fueling area
- Engine fuel (gasoline) is not to be used as a cleaning solvent

3.4.4 Heat Illness Prevention Program

Contractors shall comply with the CAL/OSHA Heat Illness Prevention Program (California Code of Regulations, Title 8, Section 3395).

3.4.5 Traffic Safety Program (Area Contracts)

For any operation where County personnel are not physically present at the worksite, Contractors are responsible for any required Temporary Traffic Control (TTC). The TTC shall conform to the most current California Manual on Uniform Traffic Control Devices (MUTCD) and shall be implemented under any of the following situations:

- Work on a road shoulder within 15 feet of the Traveled Way unless a K-Rail separates all personnel, work vehicles, and equipment from the Traveled Way (except city streets where vehicle parking is expected)
- Lane encroachment
- Lane closure
- Short duration street closure/blockage
- Any other situation where employees may be exposed to vehicular traffic, traffic-related flying debris, or an errant vehicle.

3.5 Care of Property/Property Damage/Erosion

3.5.1 Care of Property

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e., survey stakes, signs, sign posts, gates, and fencing) while performing the abatement activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks, and curbing. Fences, gates, etc., removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

3.5.2 Damage

All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor unless determined otherwise by the County Project Director. It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred. The procedure for handling damage complaints shall be as follows:

Upon receipt of a damage complaint, the County will send two (2) copies to the Contractor, one (1) for the Contractor's file and one (1) to be signed by the property owner, after settlement has been made and then returned to the Weed Abatement Division. This shall be completed within 30 days after postmark.

If the Contractor fails to take corrective action on a damage complaint within the 30 days, the County will send two (2) copies of the complaint directly to the insurance carrier of the Contractor involved, one (1) copy to be signed as a release and returned to the Weed Abatement Division within 60 days after postmark.

Failure to resolve property owner claims as herein described may result in contract termination, a poor rating in a Contractor

Performance Evaluation and possible placement of the Contractor in the County's Contractor Alert Reporting Database.

3.5.3 Erosion

If erosion resulting from the scheduled clearing activities is a concern, the Contractor should contact the Zone Inspector for further instructions prior to performing any clearance activities.

3.6 Personnel

3.6.1 Equipment and Transport Operators

The Contractor shall furnish a qualified and cooperative operator for each item of equipment specified in the contract. Either the operator(s), or someone else who will accompany the equipment throughout the work day, shall possess the ability to efficiently and safely unload and load the equipment from the transport. If an operator is determined to be unqualified or uncooperative, the Zone Inspector may halt the operation until a satisfactory replacement is furnished. Failure to provide a qualified and cooperative operator within a reasonable time, as determined by the Department, may result in termination of the contract or substitution of another contractor.

3.6.2 Number of Equipment and Transport Operators

For some contracts, more than one operator may be required. Additional information on the required number of operators is found in See Paragraph 8.0 (TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-2016), or 9.0 (RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-2016).

3.6.3 Operator Minimum Experience

For equipment that is compensated hourly (tractors, dump trucks, transports, attachments), operators shall have the following minimum experience using the type of equipment they are operating:

- Hourly Discing :
    - Hill areas.....four (4) years
    - Flat areas.....two (2) years
- Tumbleweed Mowing: .....two (2) years

3.7 Equipment

3.7.1 Equipment Inspection

Any and all equipment offered must be available for inspection by a Department representative prior to contract award. If equipment is to be leased or purchased, contact information on the supplier and specifications must be provided using the Required Forms. Unsatisfactory equipment may result in bid disqualification. Contractors shall submit manufacturer supplied equipment specifications, upon request.

3.7.2 General Equipment Specifications

All tractors, transports, trucks and required attachments (discs, mowers, buckets, etc.) must be reliable and well-maintained.

All trucks and trailers used for transportation of equipment must comply with Department of Transportation (DOT) and State Public Utilities Commission Regulations.

3.7.3 Additional Equipment Specifications and Numbers

Individual contracts may require specific types of tractors, trucks, attachments and/or minimum numbers of each. See Paragraph 8.0 (TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-2016), or 9.0 (RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-2016). Additional equipment may be utilized at the discretion of the Zone Inspector and the Contractor.

3.7.3 Equipment Maintenance, Breakdowns and Field Repairs

The Contractor shall provide at the job site, the necessary tools, spare parts and equipment to allow the operator to make minor

repairs and to keep contracted equipment operating and serviceable throughout the day. Any down time as a result of equipment breakdown and repairs, as well as any routine maintenance, shall be at Contractors' own expense

During equipment breakdown periods, the Contractor may substitute comparable equipment upon approval of the Zone Inspector.

Fueling and servicing of equipment shall be performed outside regular working hours unless otherwise authorized by the Zone Inspector.

3.8 Photographic Documentation

Photographic documentation must be provided for any operation where Department staff is not actually present during the work. The following applies to all Area tractor contracts except tumbleweed mowing:

1. Contractor shall provide minimum of (2) photos to indicate the condition of the property:
    a. Prior to clearance.
    b. After the clearing operation has been completed.
2. Contractor shall indicate the parcel number (mapbook, page, and parcel) and the date on the photo. Photos shall be taken with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more than two photos may be required. Samples of acceptable photographs are in IFB - APPENDIX C - TECHNICAL EXHIBITS.

Photographs are to be submitted along with the Contractor's *Area Tractor Work Reports* (see Sub-Paragraph 6.1). Failure to provide adequate photographic documentation may result in delays or denial of payment and negative performance evaluations.

4.0 Work Conditions and Performance Standards

4.1 Continuity of Work/Completion Period

Work shall be performed on a continuous basis on all parcels specified. For area contracts, work should be completed within 14 calendar days of assigned starting date. If not completed by that time, the work may be given to a different Contractor, or completed by the County.

4.2 Work in Another Zone (area)

Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor.

4.3 Property to be Cleared

The scope of each job (clearance distance from structures, etc.) shall be set and assigned by the Zone Inspector before clearing. Contractors will not be compensated for work done beyond what was assigned. If, after being awarded a contract, a Contractor has questions about exactly where he/she is being asked to perform work, the Contractor should not proceed and seek clarification from the Zone Inspector.

4.4 Performance Standards

4.4.1 General Standards of Care

Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical to work equipment without causing damage to said fences, hedges, trees, and structures. Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

4.4.2 Abatement Standards

The intent of the tractor operations is to help prevent the spread of fires, provide defensible space for firefighters and mitigate the problems associated with severe tumbleweed infestations. The following are standards regarding the condition of properties following abatement activities conducted pursuant to the Contracts. All work standards shall be under the authority of the Zone Inspector or his/her designee.

1. Discing: Disced properties are to have an overall even look with excessively deep furrows associated with turning the disc minimized. The disc shall cut into and turnover the soil sufficiently well to cover up almost all of the weeds and expose roots to desiccation. Few, if any, weeds shall remain in a vertical position.
2. Mowing: Flail mowers must be capable of cutting weeds and small brush of up to 2 inches in diameter down to a height of 3 inches. The stubble remaining shall have an overall even appearance and not look pushed over or ragged.
3. Tumbleweed Mowing: Mowers are expected to mow down and masticate tumbleweeds of the largest size and densest concentration to a level of 6 inches or less.

4.4.3 Work Standard (Time spent on the property)

Tractor work performed under an hourly contract shall meet or exceed the established Work Standard in terms of time for each parcel unless approved by the Zone Inspector. Sergeant

4.5 Properties Cleared by Their Owners

For Area Contracts (when County personnel are not present), upon arrival of the Contractor's crew, if the parcel is found to be in any stage of clearance or regrowth, the Contractor shall not do any work until authorized by the Zone Inspector. If the Contractor indicates that work

was done on a parcel, when in fact it was done by the owner, an investigation will be conducted and appropriate action taken.

5.0 Work Schedule

5.1 Daily Work Schedule (Hourly Contracts)

Unless, otherwise, and specifically authorized, paid time under Hourly Contracts will begin when work is started under the Worksite Guidance of Weed Abatement Division personnel. All reasonable travel time during working day from one work site to another will be considered as working time.

No specified number of hours will be guaranteed on a Contractor call out, however each Zone Inspector will attempt to provide at least four (4) hours of paid work.

5.2 When Work Can Be Expected

Requests for work can come in at any time of the year. However, for most contracts, requests for work are usually concentrated during a few months. Paragraphs 8.0 (TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-2016), and 9.0 (RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-2016) have a more realistic idea of when work can be expected for each contract.

5.3 Overtime

For some hourly tractor contracts, the County may ask the Contractor to work his/her equipment and personnel more than 40 hours in a week. In this case, the County will pay the Contractor an overtime rate to cover the additional cost of the equipment operator's overtime wages. This does not pertain to equipment transported from equipment yard to initial jobsite and transported from last job to equipment yard. All overtime work must be approved by the Zone Inspector. The Contractor may be asked to provide satisfactory proof of the equipment operator's hourly pay to justify the overtime rate.

6.0 Invoicing and Payment

6.1 Vendor Tractor Work Reports

6.1.1 Area Contracts

For all area tractor contracts (except tumbleweed mowing), a Vendor Area Tractor Work Report (Report) will be prepared by the Zone Inspector in advance of the work and given to the Contractor along with copies of maps, aerial imagery, or other information necessary to help the contractor find the work location(s). The Contractor uses the Report as a work list, completes all necessary work, and then returns the completed Report, mapbooks and required photographic documentation to the Zone Inspector. Each Report, along with the maps provided, shall be completed and returned to each of the respective zones no later than 14 calendar days after receipt of maps.

6.1.2 Verification of the Work Under Area Contracts

The Zone Inspector will verify the reported work completion which includes a physical inspection of the property and a check of the required photographic documentation. After verification, a copy of the Report is returned to the Contractor who will use it to prepare an invoice. Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor, the Zone Inspector will investigate any discrepancies and make the final determination.

6.1.3 Hourly Contract Reports

For all hourly work, the Zone Inspector or his or her leadperson will prepare an equipment time report indicating the hours and locations worked each day of the pay period. At the end of each work day, the Contractor's operator signs the report which documents that day's work. Invoices received from vendors will be compared to the hourly time reports for accuracy.

6.2 Invoices

The County will pay Contractors within 30 days of receipt of an invoice. If any discrepancies exist between the invoice and the Department's records, the determination of the Department will be final. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

7.0 Concurrent Contracts/Additional Minimum Requirements

There are no concurrent contracts this Fiscal Year

8.0 TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2015-16

8.1 Hourly Discing – Zone 7

8.1.1 Description of the Work

This contract is for per-hour discing of land in Weed Abatement Zone 7. Work is to be performed in accordance with the STATEMENT OF WORK.

8.1.2 Tractor Number and Type

One (1) steel track crawler (tracklayer) tractor with a minimum of 75 hp, minimum pad size (shoe size) of 24 inches and 2 inch grousers. It shall be capable of efficiently pulling the required disc in hill areas without overheating. The tractor, disc and transport must be compact enough for unloading/loading in tight areas and maneuvering on small properties once unloaded.

8.1.3 Tractor Blade

A dozer blade must be available, upon request, for hourly work. It shall be hydraulically-operated of an angle-type and not less than 8 feet wide.

8.1.4 Disc

The disc shall be hydraulically-controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than

26-inch diameter cutting-type blades. Disc weights shall be immediately available and used as requested by the Zone Inspector. The disc must be capable of efficiently turning weeds and small brush into the soil. Discs shall be not less than 7 feet 6 inches wide and weigh at least 4,000 lbs. If requested, there must be documentation of the weight of the disc either by certificate of weight from a public scale or other acceptable written documentation.

8.1.5 Operator Experience

Steep hillsides and some challenging unloads require operators with a minimum of four (4) years of experience.

8.1.6 The Area

Work under this contract will take place in the flat and hill sections of Zone 7 in areas like Agoura, Agoura Hills, Calabasas and Chatsworth. This is a very hazardous fire area in the County and timely weed and brush abatement is critical. (see IFB, APPENDIX C, TECHNICAL EXHIBITS - Weed Abatement Zones Map)

8.1.7 What to Expect

Narrow, winding roads, limited access and challenging tractor unloading/loading may be encountered. Individual jobs may range in size from ½ hour to 10 or more hours per tractor unload. All work will be performed under Worksite Guidance from Department personnel.

8.1.8 Time Period

Work is expected to begin about May 1 and end about June 15. This is not a designated concurrent this year.

8.1.9 Amount of Work

The amount of work estimated for Fiscal Year 2015-2016 is: 125 hours.

The amount of work is highly dependent on the amount of seasonal rainfall. For these reasons as well as other factors beyond the control of the County, there is no minimum guaranteed amount of work. No overtime work is anticipated.

8.1.10 Bid Pricing

Interested bidders will be submitting the price per hour to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

8.2 Hourly Discing – Zone 9

8.2.1 Description of the Work

This contract is for per-hour discing of land in Weed Abatement Zone 9. Work is to be performed in accordance with the STATEMENT OF WORK.

8.2.2 Tractor Number and Type

One (1) steel track crawler (tracklayer) tractor with a minimum of 75 hp, minimum pad size (shoe size) of 24 inches and 2 inch grousers. It shall be capable of efficiently pulling the required disc in hill areas without overheating. The tractor, disc and transport must be compact enough for unloading/loading in tight areas and maneuvering on small properties once unloaded.

8.2.3 Tractor Blade

A dozer blade must be available, upon request, for hourly work. It shall be hydraulically-operated of an angle-type and not less than 8 feet wide.

8.2.4 Disc

The disc shall be hydraulically-controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than 26-inch diameter cutting-type blades. Disc weights shall be immediately available and used as requested by the Zone

Inspector. The disc must be capable of efficiently turning weeds and small brush into the soil. Discs shall be not less than 7 feet 6 inches wide and weigh at least 4,000 lbs. If requested, there must be documentation of the weight of the disc either by certificate of weight from a public scale or other acceptable written documentation.

8.2.5 Operator Experience

Steep hillsides and some challenging loads/unloads require operators with a minimum of four (4) years of experience.

8.2.6 The Area

Work under this contract will take place in the flat and hill sections of Zone 9 in and around the Santa Clarita Valley including, Acton, Bouquet Canyon, Canyon Country, Castaic, Green Valley, Santa Clarita and Saugus. For more information about the area see APPENDIX C-TECHNICAL EXHIBITS, Weed Abatement Zones Map. This is one of the most hazardous fire areas in the County and timely weed and brush abatement is critical.

8.2.7 What to Expect

Narrow, winding roads, limited access and challenging tractor unloading/loading may be encountered. Individual jobs may range in size from ½ hour to 10 or more hours per tractor unload. All work will be performed under Worksite Guidance from Department personnel.

8.2.8 Time Period

Work is expected to begin about May 1 and end about June 15. This is not a designated concurrent this year.

8.2.9 Amount of Work

The amount of work estimated for Fiscal Year 2015-2016 is: 225 hours.

The amount of work is highly dependent on the amount of seasonal rainfall. For these reasons as well as other factors beyond the control of the County, there is no minimum guaranteed amount of work. No overtime work is anticipated.

8.2.10 Bid Pricing

Interested bidders will be submitting the price per hour to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

9.0 RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2015-16

9.1 Area Tumbleweed Mowing - Zone 8

9.1.1 Description of the Work

This contract is for per-acre tractor mowing of tumbleweeds in Weed Abatement Zone 8. Work is to be performed in accordance with the STATEMENT OF WORK.

9.1.2 Tractor Number and Type

Two (2), 4-wheel drive rubber-tire tractors each with a minimum of 65 HP and a suitable transport capable of simultaneous transportation of a tractor and mower.

9.1.3 Mowers

Two (2), rotary or flail type mowers capable of cutting a minimum swath of 8 feet; and

At least one (1), batwing, pull-type mower with hydraulic lift and fold dual wings, minimum blade overlap of 6 inches, chain shielding and 15 foot cutting swath must be made available on request.

9.1.4 The Area

This contract is for Zone 8 which encompasses the Antelope Valley. Work under this contract will take place in the flat sections of the Antelope

Valley with little to none in the nearby foothills. (see IFB, APPENDIX C, TECHNICAL EXHIBITS - Weed Abatement Zones Map)

9.1.5 What to Expect

Most of the area is flat with fairly easy access. The Antelope Valley has been the victim of extensive illegal dumping so trash should be expected on many of the parcels where work is performed. Most of the work will be performed under direct Worksite Guidance from Department personnel, however, on large parcels the vendor may be left alone for periods of up to an hour.

9.1.6 Time Period

All of the work under this contract will be performed after the tumbleweeds have been killed by frost and turned brown but before they begin to break free from the soil. Start dates can begin as early as late October and operations can end as late as February. This is not a designated Concurrent Contract.

9.1.7 Amount of Work

The amount of work estimated for Fiscal Year 2015-2016 is 1,500 acres. The amount of work is highly dependent on the amount and timing of seasonal rainfall. If there is sufficient rain during the right time of year, there is a tremendous amount of work necessary. If it does not rain, or if it does not rain at the right time, there may be little or no work. For these reasons, as well as other factors beyond the control of the County, there is no guaranteed minimum amount of work.

9.1.8 Proposal Pricing

Interested proposers will be submitting the price per acre to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

APPENDIX C

STATEMENT OF WORK
TECHNICAL EXHIBITS

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1 Map to 12300 Lower Azusa Road, Arcadia.....1

2 Weed Abatement Zones Map 2

3 Weed Abatement Zones, Area Listing.....3

4 Sample Contractor Evaluation.....4

EXHIBIT 1 – Map to 12300 Lower Azusa Road, Arcadia, CA

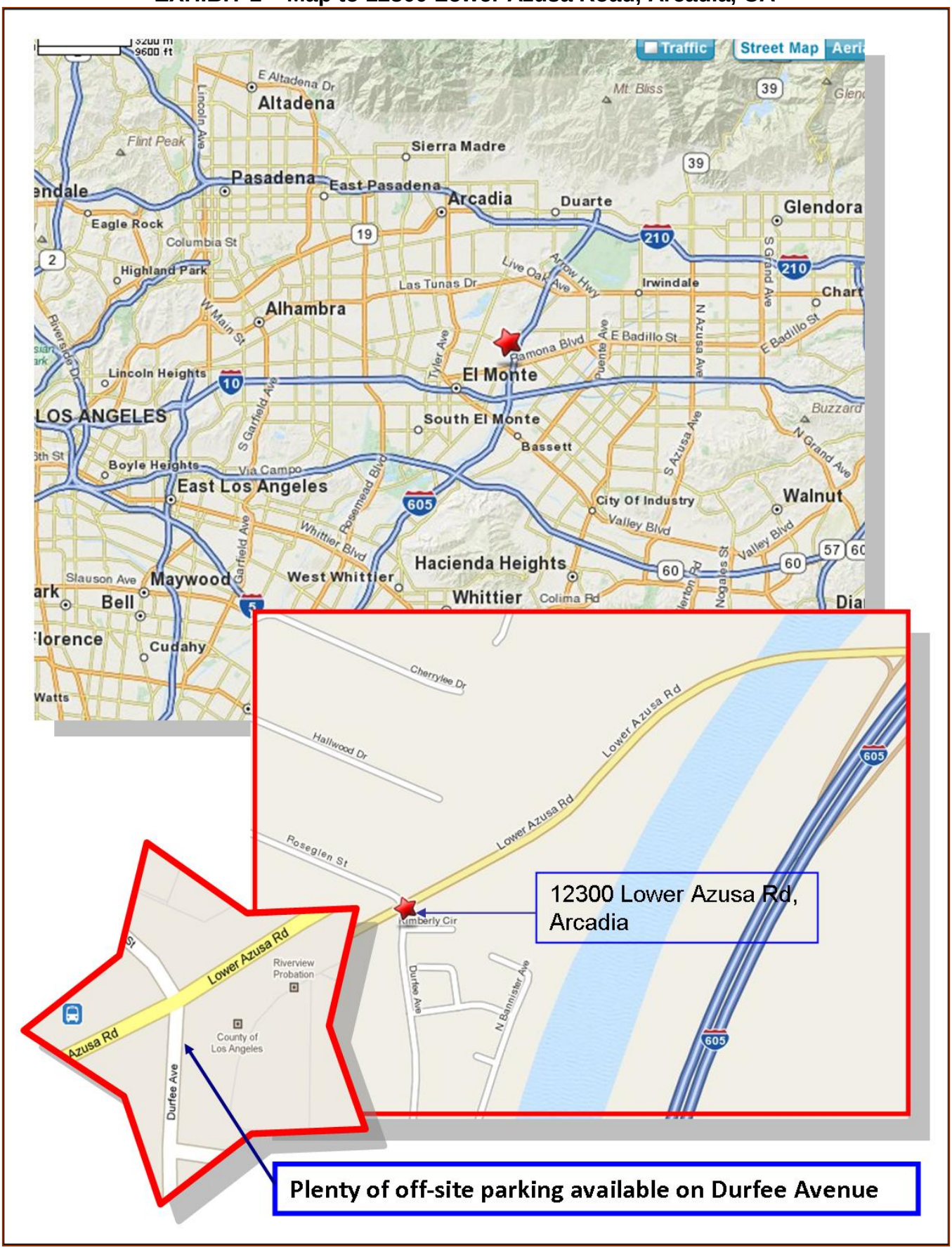
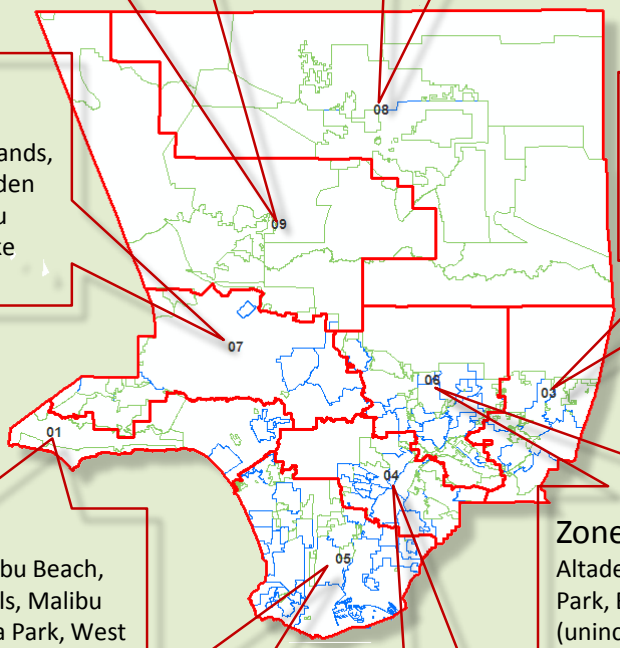


EXHIBIT 2 - Weed Abatement Zones Map



Zone 8
Antelope Acres, Antelope Valley, Elizabeth Lake, Green Valley, Juniper Hills, Lake Hughes, Lake Los Angeles, Lancaster, Leona Valley, Littlerock, Neenach, Palmdale, Pearblossom, Pine Canyon, Quartz Hill, Roosevelt, Sun Village, Valyermo, Wilsona Gardens, Wrightwood

Zone 9
Acton, Agua Dulce, Bouquet Canyon, Canyon Country, Castaic, Gorman, Kagel Canyon, Newhall, Santa Clarita, Saugus, Soledad Canyon, Val Verde, Valencia, Vincent

Zone 7
Agoura, Agoura Hills, Calabasas, Calabasas Highlands, Chatsworth, Glendale, Hidden Hills, Lake Lindero, Malibou Lake, Monte Nido, Westlake Village

Zone 3
Claremont, Covina, Diamond Bar, Glendora, Industry, La Verne, Pomona, Rowland Hts., San Dimas, Walnut

Zone 1
Fernwood, Malibu, Malibu Beach, Malibu Bowl, Malibu Hills, Malibu Vista, Topanga, Topanga Park, West Hollywood

Zone 6
Altadena, Arcadia, Azusa, Baldwin Park, Basset, Bradbury, Covina (unincorporated), Duarte, El Monte, Hacienda Hts, Industry, Irwindale, La Cañada, La Crescenta, La Puente, Montrose, Rosemead, Rowland Hts., So. El Monte, So. Psadena, So. San Gabriel, Temple City, Valinda

Zone 5
Artesia, Athens, Baldwin Hills, Bellflower, Carson, Cerritos, Del Aire, El Camino Village, Florence, Hawaiian Gardens, Ladera Hts., Lakewood, Lawndale, Lennox, Lomita, Marina Del Rey, Palos Verdes Estates, Paramount, Rancho Dominguez, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Rosewood, San Pedro (unincorporated), Signal Hill, View Park, Westmont, Willowbrook, Windsor Hills

Zone 4
Bell, Bell Gardens, City Terrace, Commerce, Cudahy, East Los Angeles, La Mirada, Maywood, Monterey Park, Norwalk, Pico Rivera, Santa Fe Springs, South Gate, Walnut Park, Whittier

EXHIBIT 3 - Weed Abatement Zones, Area Listing

Zone 1	Fernwood Malibu Malibu Beach	Malibu Bowl Malibu Hills Malibu Vista	Topanga Topanga park West Hollywood
Zone 3	Claremont Covina Diamond Bar	Glendora Industry La Verne*	Pomona Rowland Heights (portion of) San Dimas Walnut
Zone 4	Bell Bell Gardens City Terrace Commerce* Cudahy	East Los Angeles La Mirada Maywood Monterey Park* Norwalk	Pico Rivera Santa Fe Springs* South Gate Walnut Park Whittier
Zone 5	Artesia Athens Baldwin Hills Bellflower Carson Catalina Island Cerritos Del Aire El Camino Village Florence	Hawaiian Gardens Ladera Hts. Lakewood Lawndale Lennox Lomita Marina Del Rey Palos Verdes Estates* Paramount Rancho Dominguez	Rancho Palos Verdes Rolling Hills Rolling Hills Estates Rosewood San Pedro (unincorp. area) Signal Hill View Park Westmont Willowbrook Windsor Hills
Zone 6	Altadena Arcadia* Azusa Baldwin Park Bassett Bradbury Covina (unincorp. area) Duarte	El Monte Hacienda Heights Industry Irwindale La Canada/Flintridge La Crescenta La Puente Montrose	Rosemead Rowland Hts. (portion of) So. El Monte So. Pasadena* So. San Gabriel Temple City Valinda
Zone 7	Agoura Agoura hills Calabasas Calabasas Highlands	Chatsworth Glendale* Hidden Hills Lake Lindero	Malibou lake Monte Nido Westlake Village
Zone 8	Antelope Acres Antelope Valley Elizabeth Lake Green Valley Juniper Hills Lake Hughes Lake Los Angeles	Lancaster Leona Valley Littlerock Neenach Palmdale Pearblossom	Pine Canyon Quartz Hill Roosevelt Sun Village Valyermo Wilsona Gardens Wrightwood
Zone 9	Acton Agua Dulce Bouquet Canyon Canyon Country	Castaic Gorman Kagel Canyon Newhall Santa Clarita	Saugus Soledad Canyon Val Verde Valencia Vincent

*Indicates incorporated cities contracting with the County of Los Angeles to provide weed abatement services within their corporate limits.

EXHIBIT 4 – Sample Contractor Evaluation

Contract # _____

CONTRACT PERFORMANCE RECORD

Name of Company/Contractor:_____ Zone:_____
Type of Work Performed: _____
Effective Dates: _____ Number of Units/Hours Worked: _____

Please checkmark (✔) the corresponding number based on the rating below.

1 - Exceeds (Outstanding), 2 - Meets (Satisfactory), 3 - Weak (Needs Improvement), 4 - Not Met (Unsatisfactory)

PROVISIONS	1	2	3	4
Equipment meets contract specifications for type and/or amount				
Equipment provided in good working condition				
Equipment meets all safety laws and regulations				
Equipment/crews provided when requested				
Equipment operators/lead persons are trained and cooperative				
Equipment operators/lead persons comply with all safety rules and regulations				
Completed work product meets acceptable standards				
Paperwork/pictures submitted in a timely manner				
Vendor returns phone calls in a timely manner				
Contractor responds to damage complaints in a timely and appropriate manner				

Comments:	
Rater:	Date:

Inspector's Overall Rating: [ ] Exceeds [ ] Meets [ ] Weak [ ] Not Met

Deputy Signature:_____ Recommendation: [ ] Warning Letter [ ] Termination Letter [ ] Renew
Date: _____

APPENDIX D

REQUIRED FORMS

FOR

INVITATION FOR BIDS (IFB)
FOR WEED, BRUSH, OR RUBBISH ABATEMENT

TRACTOR and TRUCK CONTRACTS

Required Form T-1
COVER SHEET

Bid to Provide Weed, Brush, or Rubbish Abatement Tractor Services

For the

County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures

By

_____

Name of Company

Required Form T-2

REQUIRED FORMS CHECKLIST

REQUIRED FORMS TABLE OF CONTENTS AND CHECKLIST		
☐	Form T-1	COVERSHEET (one page)
☐	Form T-2	REQUIRED FORMS CHECKLIST (one page)
☐	Form T-3	BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT (two pages)
☐	Form T-4	CERTIFICATION OF NO CONFLICT OF INTEREST (one page)
☐	Form T-5	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION (one page)
☐	Form T-6	REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION (one page)
☐	Form T-7	REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION (one page)
☐	Form T-8	BIDDER'S EEO CERTIFICATION (one page)
☐	Form T-9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS (one page)
☐	Form T-10	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION (one page)
☐	Form T-11	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS (one page)
☐	Form T-12	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION (one page)
☐	Form T-13	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM (one page)
☐	Form T-14	IFB EXCEPTIONS (one page)
☐	Form T-15	PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS (one page)
FORMS FOR TRACKLAYER (CRAWLER) CONTRACTS		
☐	Form T-16	PROSPECTIVE CONTRACTOR REFERENCES (one page)
☐	Form T-17	STATEMENT OF EQUIPMENT (two pages)
☐	Form T-18	STATEMENT OF PERSONNEL (one page)
FORMS FOR RUBBER TIRE TRACTOR and TRUCK CONTRACTS		
☐	Form T-19	PROSPECTIVE CONTRACTOR REFERENCES (one page)
☐	Form T-20	STATEMENT OF EQUIPMENT (one page)
☐	Form T-21	STATEMENT OF PERSONNEL (one page)
PRICING FOR ALL CONTRACTS		
☐	Form T-22	PRICING SHEET (one page)

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date, and sign this form and place it in Section A of your bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. If your firm is a corporation or a 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:

Name:

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:
Name:	County of Registration:	Year became DBA:

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ☐ Yes ☐ No

   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:
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.

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in the IFB, Paragraph 1.4 – *Bidder's Minimum Requirements* and in the STATEMENT OF WORK,

Check the appropriate boxes:

☐ Yes	☐ No	Three (3) years experience within the last ten (10) years providing the services equivalent or similar to the Services identified in *Appendix B - Statement of Work* (IFB sub-paragraph 1.4.1)
☐ Yes	☐ No	Any additional minimum requirements for individual contracts listed in APPENDIX B – STATEMENT OF WORK (IFB sub-paragraph 1.4.2)
☐ Yes	☐ No	Equipment shall meet all of the requirements as specified in APPENDIX B – STATEMENT OF WORK (IFB sub-paragraph 1.4.3)
☐ Yes	☐ No	An experienced operator for each truck, tractor or transport required by a contract (IFB sub-paragraph 1.4.4)
☐ Yes	☐ No	Equipment operators shall meet the experience requirement(s) as specified in APPENDIX B – STATEMENT OF WORK (IFB sub-paragraph 1.4.5)
☐ Yes	☐ No	Meet any additional minimum requirements for designated concurrent contracts (IFB sub-paragraph 1.4.6)

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid 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.

Bidder's Name:	
Address:	City:
State:	Zip Code:
E-mail Address:	
Telephone Number:	Fax Number:

On behalf of _____ (Bidder's name), I _____ (Name of Bidder's authorized representative), certify that the information contained in this Bidder'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
_____ DateCounty WebVen Number	_____

Required Form T-4

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 bids 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.

_____

Bidder Name

_____

Bidder Official Title

_____

Required Form T-5

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder 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 Bidder's organization have and will comply with it during the bid process; and

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

Signature:_____ Date:_____

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

INSTRUCTIONS: All 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: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise ❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

Required Form T-7

Request for Disabled Veteran Business Enterprise Program Preference Consideration

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

In evaluating bids, 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 Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with 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

FIRM NAME: _____

COUNTY (WEBVEN) VENDOR NUMBER: _____

☐ 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 Veterans 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 Veterans Affairs as of the date of this 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.

Print Authorized Name	Authorized Signature	Title	Date

Required Form T-8

BIDDER'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 Bidder 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. Bidder has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

Required Form T-9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder 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, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

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

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

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

_____YES (subject to verification by County) _____NO

B. Bidder 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 Bidder is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Bidder Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

Required Form T-10

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Weed Abatement Services - Handwork		

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:

Required Form T-11

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS

A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Bidder.

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. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

_____
Name of Firm

_____
Print Name of Signer Title

_____
Signature Date

Required Form T-12

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:

REVIEW BY COUNTY:

☐ APPROVED ☐ DISAPPROVED

SIGNATURE OF REVIEWER DATE

Required Form T-13

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 Weed Abatement Services - Handwork		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

Required Form T-14

IFB EXCEPTION

Bidder's Name _____

Address _____

Telephone _____ Fax _____

e-Mail Address _____

☐ I have reviewed the IFB, Sample Contract and Statement of Work in their entirety and have **NO** exceptions.

OR

☐ I have reviewed the IFB, Sample Contract and Statement of Work in their entirety and **have the following exceptions:**

Exceptions:
Clearly identify and list your exception(s) by indicating the Section or Paragraph Number and Page Number on the document.

EXCEPTION	Section #	Page #

Print Name .....

Signature .....

Date .....

Required Form T-15

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:
Name or Contract Number:	Contact Person:
Telephone #:	Fax #:
Reason for Termination:	
2. Name of Firm:	Address of Firm:
Name or Contract Number:	Contact Person:
Telephone #:	Fax #:
Reason for Termination:	
3. Name of Firm:	Address of Firm:
Name or Contract Number:	Contact Person:
Telephone #:	Fax #:
Reason for Termination:	
4. Name of Firm:	Address of Firm:
Name or Contract Number:	Contact Person:
Telephone #:	Fax #:
Reason for Termination:	

FORMS REQUIRED FOR

TRACKLAYER (CRAWLER)

CONTRACTS

(Hourly Discing)

Required Form T-16

Prospective Contractor References (Tracklayer/Crawler Discing)

List four (4) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

Contractor's Name:_____

1. Company and Contact Person Information: Company Name: _____ Address:_____ _____	*Contact Person* Name:_____ Phone Number:_____
Contract Information: Type of Service:_____ _____ # of Years with this company _____ Term of Contract: _____ Dollar Amount: _____	**Scope of Work:** Number of properties cleared_____ *or* Total acres cleared or hours worked_____ Duration of work per year _____(months)
2. Company and Contact Person Information: Company Name: _____ Address:_____ _____	*Contact Person* Name:_____ Phone Number:_____
Contract Information: Type of Service:_____ _____ # of Years with this company _____ Term of Contract: _____ Dollar Amount: _____	**Scope of Work:** Number of properties cleared_____ *or* Total acres cleared or hours worked_____ Duration of work per year _____(months)
3. Company and Contact Person Information: Company Name: _____ Address:_____ _____	*Contact Person* Name:_____ Phone Number:_____
Contract Information: Type of Service:_____ _____ # of Years with this company _____ Term of Contract: _____ Dollar Amount: _____	**Scope of Work:** Number of properties cleared_____ *or* Total acres cleared or hours worked_____ Duration of work per year _____(months)
4. Company and Contact Person Information: Company Name: _____ Address:_____ _____	*Contact Person* Name:_____ Phone Number:_____
Contract Information: Type of Service:_____ _____ # of Years with this company _____ Term of Contract: _____ Dollar Amount: _____	**Scope of Work:** Number of properties cleared_____ *or* Total acres cleared or hours worked_____ Duration of work per year _____(months)

Required Form T-17
(page 1 of 2)

Statement of Equipment
(Hourly Discing Contracts)

BIDDER'S NAME_____

TRACTORS and DISCS *(STATEMENT OF WORK - 3.7, 8.0)*	
TRACKLAYERS/CRAWLERS	
1. Make:_____ Model:_____ VIN:_____ Transmission: ☐ Direct Drive ☐ Hydrostatic ☐ Other	**Track Type** ☐ Steel ☐ Rubber ☐ Other (specify)_____ ☐ Pad Width _____ inches
2. Make:_____ Model:_____ VIN:_____ Transmission: ☐ Direct Drive ☐ Hydrostatic ☐ Other	**Track Type** ☐ Steel ☐ Rubber ☐ Other (specify)_____ ☐ Pad Width _____ inches
3. Make:_____ Model:_____ VIN:_____ Transmission: ☐ Direct Drive ☐ Hydrostatic ☐ Other	**Track Type** ☐ Steel ☐ Rubber ☐ Other (specify)_____ ☐ Pad Width _____ inches
4. Make:_____ Model:_____ VIN:_____ Transmission: ☐ Direct Drive ☐ Hydrostatic ☐ Other	**Track Type** ☐ Steel ☐ Rubber ☐ Other (specify)_____ ☐ Pad Width _____ inches

Required Form T-17
(page 2 of 2)

Statement of Equipment

(Hourly Discing Contracts)

DISCS
1. Make:_____ Disc Blade Diameter:_____in Weight:_____ lbs Width:_____ ☐Hydraulically-Controlled ☐Offset ☐Rubber Tire ☐Rubber Tire/Foam Filled
2. Make:_____ Disc Blade Diameter:_____in Weight:_____ lbs Width:_____ ☐Hydraulically-Controlled ☐Offset ☐Rubber Tire ☐Rubber Tire/Foam Filled
3. Make:_____ Disc Blade Diameter:_____in Weight:_____ lbs Width:_____ ☐Hydraulically-Controlled ☐Offset ☐Rubber Tire ☐Rubber Tire/Foam Filled
4. Make:_____ Disc Blade Diameter:_____in Weight:_____ lbs Width:_____ ☐Hydraulically-Controlled ☐Offset ☐Rubber Tire ☐Rubber Tire/Foam Filled

List the number of suitable transports available: _____

Include any proposed tractor and transport leases or purchases. Rental agency and phone contact must be included. All required tractors and transports must be listed or Bid may be rejected.
Company _____
Phone Contact Number _____

All Information is subject to verification and approval by Department Subject Matter Experts. Factory equipment specifications must be provided upon request.

Required Form T-18

Statement of Personnel

(Hourly Discing Contracts)

BIDDER'S NAME: _____

TRACKLAYER/CRAWLER AND TRANSPORT OPERATORS
1. Operator for: Equipment ☐ Tracklayer ☐ Transport ☐ Both Equipment and Transport Name:_____ Experience: ☐Less than 2 years ☐2 years ☐3 years ☐4 or more years
2. Operator for: Equipment ☐ Tracklayer ☐ Transport ☐ Both Equipment and Transport Name:_____ Experience: ☐Less than 2 years ☐2 years ☐3 years ☐4 or more years
3. Operator for: Equipment ☐ Tracklayer ☐ Transport ☐ Both Equipment and Transport Name:_____ Experience: ☐Less than 2 years ☐2 years ☐3 years ☐4 or more years
4. Operator for: Equipment ☐ Tracklayer ☐ Transport ☐ Both Equipment and Transport Name:_____ Experience: ☐Less than 2 years ☐2 years ☐3 years ☐4 or more years

FORMS REQUIRED FOR

RUBBER-TIRE TRACTOR CONTRACTS

(Tumbleweed Mowing)

Required Form T-19

Prospective Contractor References (Tumbleweed Mowing)

List four (4) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

Contractor's Name:_____

1. Company and Contact Person Information:

Company Name: _____

Address:_____

_____

Contact Person

Name:_____

Phone Number:_____

Contract Information:

Type of Service:_____

_____

# of Years with this company _____

Term of Contract: _____

Dollar Amount: _____

Scope of Work:

Number of properties cleared_____

or

Total acres cleared or hours worked_____

Duration of work per year _____(months)

2. Company and Contact Person Information:

Company Name: _____

Address:_____

_____

Contact Person

Name:_____

Phone Number:_____

Contract Information:

Type of Service:_____

_____

# of Years with this company _____

Term of Contract: _____

Dollar Amount: _____

Scope of Work:

Number of properties cleared_____

or

Total acres cleared or hours worked_____

Duration of work per year _____(months)

3. Company and Contact Person Information:

Company Name: _____

Address:_____

_____

Contact Person

Name:_____

Phone Number:_____

Contract Information:

Type of Service:_____

_____

# of Years with this company _____

Term of Contract: _____

Dollar Amount: _____

Scope of Work:

Number of properties cleared_____

or

Total acres cleared or hours worked_____

Duration of work per year _____(months)

4. Company and Contact Person Information:

Company Name: _____

Address:_____

_____

Contact Person

Name:_____

Phone Number:_____

Contract Information:

Type of Service:_____

_____

# of Years with this company _____

Term of Contract: _____

Dollar Amount: _____

Scope of Work:

Number of properties cleared_____

or

Total acres cleared or hours worked_____

Duration of work per year _____(months)

Required Form T-20

STATEMENT of EQUIPMENT
(Tumbleweed Mowing)

Bidder's Name:_____

TUMBLEWEED MOWING *(STATEMENT OF WORK Section 3.7, 9.0)*	
TRACTOR	
General Make:_____ Model:_____ Year:_____ Engine BHP:_____ PTO HP:_____	Class ☐ Rubber Tire/Foam Filled ☐ 4-Wheel Drive ☐ 2-Wheel Drive
General Make:_____ Model:_____ Year:_____ Engine BHP:_____ PTO HP:_____	Class ☐ Rubber Tire/Foam Filled ☐ 4-Wheel Drive ☐ 2-Wheel Drive
MOWER	
Make:_____ Cutting Capacity (diameter)_____ in Model:_____ Mowing/Cutting Width:_____ ft Type: ☐ Flail ☐ Offset Flail ☐ Rotary	
Make:_____ Cutting Capacity (diameter)_____ in Model:_____ Mowing/Cutting Width:_____ ft Type: ☐ Flail ☐ Offset Flail ☐ Rotary	

List the number of suitable transports available: _____

Include any proposed tractor and transport leases or purchases. Rental agency and phone contact <u>must</u> be included. All required tractors and transports must be listed or Bid may be rejected.
Company _____
Phone Contact Number _____

All Information is subject to verification and approval by Department Subject Matter Experts. Factory equipment specifications must be provided upon request.

Required Form T-21

Statement of Personnel

(Tumbleweed Mowing)

BIDDER'S NAME: _____

MOWER OPERATOR(S) *(STATEMENT OF WORK - 3.6)*
1. Operator for: Equipment : ☐ Mower ☐ Transport Name:_____ Experience: ☐Less than 2 years ☐2 years ☐3 years ☐4 or more years
2. Operator for: Equipment : ☐ Mower ☐ Transport Name:_____ Experience: ☐Less than 2 years ☐2 years ☐3 years ☐4 or more years

Required Form T-22

PRICING SHEET

TRACTOR CONTRACTS AVAILABLE FOR 2015-2016		
	Estimated Amount of work*	Bidder's Price per Hour or Acre
Hourly Discing – Zone 7	125 hours	$
Hourly Discing – Zone 9	225 hours	$
Tumbleweed Mowing - Zone 8	1,500 acres	$

*Amounts are estimates. Proposer will be submitting the price per hour or acre and not a price for the entire estimated amount of work

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

Bidder Name:	Date of Request:
Project Title:	Project No.

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

- ☐ Application of **Minimum Requirements**
- ☐ 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, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Bidder:_____

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.

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.

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)

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://doingbusiness.lacounty.gov/DebarmentList.htm

IRS NOTICE 1015

Latest version is available from IRS website at
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

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 or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

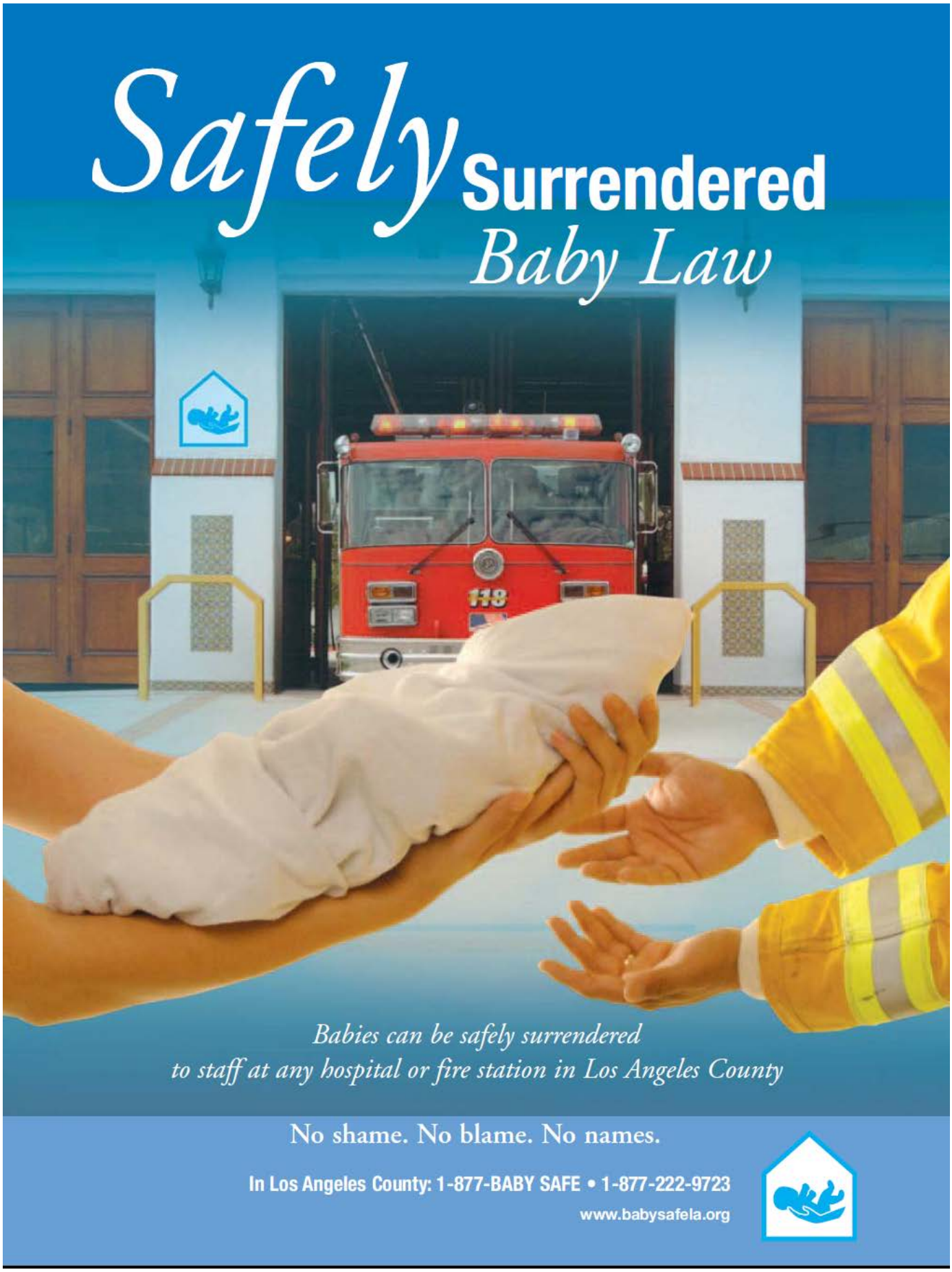
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I

SAFELY SURRENDERED BABY LAW



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

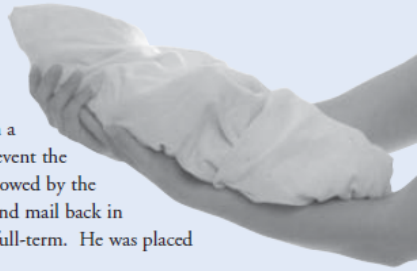
What happens to the parent or surrendering adult?

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
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.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://oag.ca.gov/** contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://oag.ca.gov/charities/laws**

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BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**., and statewide, the *California Association of Nonprofits,* **http://www.calnonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

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.)

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;
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.)