

**REQUEST FOR PROPOSALS
FOR
ARMED AND UNARMED
EVENT STAFF SECURITY
GUARD SERVICES**



Prepared by
County of Los Angeles
Department of Beaches and Harbors

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR PROPOSALS (RFP)
ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES**

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APPENDICES:

- A Sample Contract:** Identifies the terms and conditions in the Contract.
- B Statement of Work:** Explains in detail the required services to be performed by the Contract.
- C Required Forms:** Forms that must be completed and included in the proposal.
- D Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- E County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- F Jury Service Ordinance:** County Code
- G Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- H IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- I Safely Surrendered Baby Law:** County Program
- J Living Wage Ordinance:** County Code

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J-1 Living Wage Rates Annual Adjustments

K Determination of Contractor Non-Responsibility and Contractor Debarment: County Code

L Defaulted Property Tax Reduction Program: County Code

M Guidelines for Assessment of Proposer Labor Law/Payroll Violations:
Guidelines that will be used to determine whether the County will deduct evaluation points for labor-law payroll violations.

EXHIBITS

Exhibit A: Service Area Maps

Exhibit B: Daily Patrol Log

Exhibit C: Dock Sheet

Exhibit D: Transient Dock Rules

Exhibit E: Living Wage Notice to Employees

Exhibit F: Living Wage Notice Poster

Exhibit G: Payroll Statement of Compliance

Exhibit H: County's Administration

Exhibit I: Post Orders

1.0 INTRODUCTION

The Los Angeles County Department of Beaches and Harbors (Department) is seeking a qualified and experienced contractor to provide Armed and Unarmed Event Staff Security Guard Services. Armed guards will be required to patrol outdoor public places including Service Area 1, Dockweiler; Service Area 2, Dockweiler Youth Center; Service Area 3, Marina del Rey; Service Area 4, White Point/Royal Palms Beach and protect property related to the Department's special events. Event Staff guards shall be unarmed guards at all times, and will be required to provide crowd control for the Department's special events in Marina del Rey. Further requirements are detailed in Exhibit A and Appendix B, Statement of Work. Qualified organizations may submit a written Proposal in response to this Request for Proposals (RFP) to provide such services. Proposals must be in the form described in this RFP.

This Contract will be subject to Los Angeles County's Living Wage County Code Chapter 2.201 requiring the Contractor to pay its employees Living Wage hourly rates. The provisions of the program are discussed in Section 5.18 of this RFP and outlined in Appendix J and J-1.

2.0 PURPOSE/AGREEMENT FOR ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

2.1 Statement of Work

Contractor shall be required to provide armed security guard services seven days a week in accordance with the staffing requirements and tasks as outlined in Appendix B, Statement of Work, Section 12.0. Unarmed event staff security guards will be required to provide crowd control for the Department's special events in Marina del Rey as outlined in Appendix B, Statement of Work, Section 13.0. Qualified companies may submit a written Proposal to provide such services. Selection of a contractor will be based on the qualifications of the firms submitting Proposals as well as their prices

for performing the work. Contractor shall be expected to implement the Statement of Work that is contained in Appendix B of this RFP.

2.2 Sample Agreement: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix A, of this RFP.

2.2.1 Anticipated Contract Term

The Contract term is anticipated to be for a period of three years, with two one-year renewal options. Renewal options may be exercised at the sole discretion of the Director. In addition to such renewal option terms, the Director may extend the final Contract term on a month-to-month basis for up to twelve months, at his/her sole discretion. It is further anticipated that the Contract shall commence on October 1, 2020, following Board of Supervisors' award.

2.2.2 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract and any options exercised. The Contractor shall be compensated in accordance with the rates proposed on Form P-1, including an hourly rate for additional work done at the request of the Department.

2.2.3 Days of Operation

Armed security guard services are to be provided by the Contractor seven days a week including County-recognized holidays. The County's Contract Administrator will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

Unarmed Event staff security guard services will be required for the Department's special events in accordance with Section 13.0 of Appendix B, Statement of Work.

2.2.4 Indemnification and Insurance

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

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

3.1 Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Statement of Work, Appendix B of this RFP are invited to submit a proposal, provided they meet the following requirements for both armed and unarmed event staff security guard services:

- Proposer's firm must have a minimum of five years' experience providing armed and unarmed event staff security services equivalent or similar to the size and scope of the services being requested;
- Proposer's firm must be licensed as a Private Patrol Operator in good standing with the State of California; a copy of the license must be submitted with the proposal;
- Proposer's Contract Representative must have a minimum of three years' experience providing management in armed security guard services;
- For armed security guard services, Proposer shall provide for a Field Supervisor on its submitted Staffing Plan;
- For unarmed event staff security guard services, Proposer's firm must demonstrate their ability to provide crowd control security guard services by submitting with the proposal:
 - Five separate large-scale indoor and/or outdoor events with a minimum capacity of at least 10,000 attendees;

- Proposer must attend the Mandatory Proposers' Skype Teleconference; and
- Proposer must complete and return Forms P-1 through P-25;

3.2 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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.

4.1 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 proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.2 County Option to Reject Proposals

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The

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

4.3 County's Right to Amend Request for Proposals

The County has the right to amend the RFP 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 RFP and attended the mandatory Proposer's conference via Skype. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and 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.

4.4 Background and Security Investigations

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

4.5 County's Quality Assurance Plan

After contract award, the County or its agent will monitor the Contractor's performance under the contract on a periodic basis. Such monitoring 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 significant 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.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

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

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department of Beaches and Harbors' proposer recommendation appears on the Board agenda.

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

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is

required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

5.1.3 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 "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and e-mailed to:

Angelica Vicente, Administrative Services Manager I

AVicente@bh.lacounty.gov

Los Angeles County Department of Beaches and Harbors
Administrative Services Division

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Grounds for Review

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

- Review of Solicitation Requirements (Reference paragraph 7.3 Proposal Submission Requirements Section).

- Review of a Disqualified Proposal (Reference paragraph 8.3 Selection Process and Evaluation Criteria Section).

Review of Proposed Contractor Selection (Reference paragraph 8.6 Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 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.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in paragraph 7.5, Confidentiality and paragraph 8.22, Independent Contractor Status, contained in Appendix A, Sample Contract.

5.7 Conflict of Interest

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

5.8 Determination of Proposer Responsibility

5.8.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

- 5.8.2** Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.8.3** The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.8.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be

found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

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

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

5.9 Proposer Debarment

5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract 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.

5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in

writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 5.9.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4** After consideration of any objections, or if no objections are received, a record of the hearing in 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.
- 5.9.5** If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 5.9.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7** 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.
- 5.9.8** These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 5.9.9** Appendix G (Listing of Contractors Debarred in Los Angeles County) 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.

5.10 Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees;

and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

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

5.13 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, Appendix H.

5.14 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence

(GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in Appendix C - Required Forms, Form P-11, along with their proposal.

5.15 Recycled Bond Paper

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

5.16 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix I of this solicitation document. Additional information is available at www.babysafela.org.

5.17 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 F, and the pertinent jury service provisions of the Sample Contract, Appendix A, paragraph 8.8, both of which are incorporated by reference into and made a part of this

RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

5.17.1 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 deducts 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.

5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in

any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary 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.

5.17.3 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 Exemption, Form P-9 in Appendix C - 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.

5.18 Living Wage Program

The prospective Contract is subject to the requirements of the County’s Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the Living Wage Ordinance, Appendix J, the Living Wage Rate Annual Adjustments, Appendix J-1, and the pertinent Living Wage provisions of the Sample Contract, Appendix A,

paragraph 9.1, all of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

5.18.1 Evaluation of Contractor's History of Labor Law/Payroll Violations

In evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination). To facilitate this process, contractors must submit with their proposal a completed Contractor Non-Responsibility Debarment Acknowledgment and Statement of Compliance Form, as set forth in Appendix C, Required Forms, P-21, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations (See Appendix M, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

5.18.2 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exceptions to the Living Wage Program, then the Proposer must complete and submit the Application for Exemption to the County by **April 6, 2020**, as set forth in Form P-23, and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets the exceptions to the Living Wage Program. The County's decision will be final.

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

5.18.3 The Living Wage Program requires Contractors and their Subcontractors to pay their full-time and part-time employees providing services to the County no less than a living wage. The County has established the Living Wages as identified in Living Wage Rate Annual Adjustments, Appendix J-1.

5.18.4 The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in Form P-24, using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to

provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

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

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

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

5.18.7 Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of

Contractor Non-Responsibility and Contractor Debarment, Appendix K.

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

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

The Proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibiting from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Proposer on Form P-2, Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Form P-2, Proposer's Organization Questionnaire/Affidavit during the pendency of this RFP by providing a revised Form P-2, Proposer's Organization Questionnaire/Affidavit and CBE Information, to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should

carefully read the Defaulted Property Tax Reduction Program Ordinance, Appendix L, and the pertinent provisions of the Sample Contract, Appendix A, paragraph 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Form P-16 in Appendix C – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

5.21 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.

5.22 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Form P-18, Zero Tolerance Policy on Human Trafficking Certification in Appendix C - Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in this Section 5.22, Compliance with County's Zero Tolerance Policy on Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

5.23 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.23.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.23.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.23.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct

deposit shall supersede this requirement with respect to those payments.

5.23.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.24 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Form P-19, Compliance with Fair Chance Employment Hiring Practices Certification in Appendix C, Required Forms, certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6.0 COUNTY’S PREFERENCE PROGRAMS

6.1 Overview of County’s Preference Programs

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County’s contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 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 LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix E.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>

6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form P-14, Request for Preference Program Consideration in Appendix C, Required Forms and submit a letter of certification from the DCBA with their proposal.

6.2.4 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.3 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.

6.4 Social Enterprise (SE) Preference Program

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

- 6.4.2** The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.
- 6.4.3** Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form P-14, Request for Preference Program Consideration in Appendix C, Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.4.4** Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1** The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - 1) A business which is certified by the State of California as a DVBE; or
 - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2** The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.
- 6.5.3** Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form P-14, Request for

Preference Program Consideration in Appendix C, Required Forms and submit a letter of certification from the DCBA with their proposal.

6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

EVENT	DATE/TIME
Release of RFP	March 18, 2020
Registration for Mandatory Proposer's Skype Teleconference	March 31, 2020
Request for Solicitation Requirements Review Due	April 1, 2020
Mandatory Proposer's Skype Teleconference	April 1, 2020
Written Questions Due	April 1, 2020, 5:00 p.m., Pacific Standard Time (PST)
Submission of Application for Exemption to Living Wage Program	April 6, 2020 12:00 p.m., PST
County's Review of Application for Exemption to Living Wage Program	April 9, 2020
Questions and Answers Released	April 9, 2020
Proposals Due	April 16, 2020, 2:00 p.m., PST

7.3 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions must be received by **April 1, 2020, 5:00 p.m. PST.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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

Questions may be emailed to:

Angelica Vicente, Administrative Services Manager I

AVicente@bh.lacounty.gov

7.5 Submission of Application for Exemption to Living Wage Program

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete and submit the Application for Exemption to the County by e-mail to: AVicente@bh.lacounty.gov, no later than **April 6, 2020, 12:00 p.m., noon.** The Application for Exemption, as set forth in Appendix C, Required Forms, Form P-23, shall include all necessary documentation to support the claim. Proposer will be notified by April 9, 2020 of the County's decision.

7.6 Mandatory Proposers' Conference

The County will be conducting a Mandatory Proposers' Skype Teleconference on **April 1, 2020** to discuss the RFP and Living Wage requirements. County staff will respond to questions from potential proposers during the Skype Teleconference call.

Questions and answers will only be distributed to persons who were present on the Skype Teleconference call. The County will not be able to respond to questions raised after 5:00 p.m. on April 1, 2020.

Proposers must register at the following email: AVicente@bh.lacounty.gov by March 31, 2020 in order to participate in the Mandatory Proposers' Skype Teleconference. Proposers who timely registered to participate in the

Mandatory Proposers' Skype Teleconference will be provided needed credentials by County staff one day prior to the event.

All potential proposers must have participated in the Mandatory Proposers' Skype Teleconference call in order to submit a proposal. Proposals submitted by proposers whom County records indicate were not a participant of the Mandatory Proposers' Skype Teleconference will have their proposals rejected (disqualified) as non-responsive without review and eliminated from further consideration.

7.7 Preparation of the Proposal

All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion. All Proposals and documents shall be typewritten in the English language and prepared using at least a 10 point font. The content and sequence of the proposal must be as follows:

7.7.1 Cover Page

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

7.7.2 Executive Summary

Condense and highlight the contents of the Proposer's Proposal to provide the Department with a broad understanding of the Proposer's approach, qualifications, experience and staffing.

7.7.3 Table of Contents

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

7.7.4 Required Forms

The Proposer must complete, sign and date the following required forms:

1. Form P-1 - Offer to Perform

Complete and sign the Offer to Perform (Form P-1). Failure to submit the requested rates on Form P-1 shall be grounds for rejection of the proposal. The price proposal should reflect the Proposer's hourly rates, annual staffing hours and cost to provide daily armed security guard services at the locations identified on Form P-1 as well as for the protection of property for special events. Hourly rates for unarmed event staff security guard services for crowd control during special events should also be reflected on Form P-1. The rates submitted shall provide full compensation to the Contractor including any benefits, direct and indirect costs, overhead, profit and support staff costs. It is the responsibility of the Proposer in calculating the proposal price to take into consideration the possible escalation of wages, material and other costs during the Contract term.

The Offer to Perform must: (1) state whether the Proposer is an individual proprietor, partnership, joint venture, corporation, limited liability company or other form of entity; (2) identify persons authorized to accept service of legal process in California; and (3) identify the name, title, address and telephone number of each person who is authorized to bind the Proposer to performance of the Contract work.

The Offer to Perform shall be signed as follows:

- If an individual or sole proprietor, by the individual owner;
- If a corporation, by two authorized officers;
- If a partnership, by an authorized general partner;
- If a joint venture, by all joint ventures; and

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

2. Form P-2 - Proposer's Organization Questionnaire/Affidavit and CBE Information

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

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- (1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

(2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

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

Pending Litigation and Judgments:

Identify by name, case and court jurisdiction of any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. Failure to submit or fully complete this request may be grounds for disqualification.

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

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

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

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

5. Form P-5 - Proposer's Staffing and Work Plan

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the Statement of Work, consistent with the Contract work describing:

- Resumes of Proposer, Proposer's staff and supervisor(s), including experience of key employees, their professional training and specific experience related to supervising the guards;
- Resume of the Proposed Contract Representative (CR) who will be assigned to the Contract, their level of experience managing staff and providing both armed and unarmed event staff security guard services as defined in Section 3.0, Proposers
Minimum Mandatory Qualifications and Appendix B, Statement of Work, Sub-paragraph 5.3. The CR should have at least three years' experience.
- Designated staff that will provide armed security guard services. Proposer's Staffing Plan should demonstrate its ability to provide staffing in accordance with Section 12.1.1 of Appendix B, Statement of Work;
- Proposer's operational plan, including scheduling of staff; how Proposer's Field Supervisor will supervise each post; how staff will be deployed for Special Event Services; how staff will protect property during Department special events; how staff will communicate with supervisors while working; how supervisors will ensure guards are at their assigned posts; how posts will be covered during breaks; Proposer's efforts to provide an electronic monitoring system to monitor guards while on patrol; how security guard absences will be handled; how replacement guards are assigned when

needed; how contractor will respond to request for additional staffing outside of the required staffing; Proposer's ability to provide vehicles, supplies, uniforms, badges and materials and how they will be utilized to perform the Contract work;

- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department;
- Proposer's ability to ensure its guards are licensed in accordance with Appendix B, Statement of Work, Sub-Paragraph 5.9; and
- Proposer's training provided to its staff, including orientation, in accordance with both Appendix B and Appendix B-1, Statement of Work, Paragraph 6.0, Contractor's Training Requirements.

6. Form P-6 - Proposer's Qualifications/Business and Financial Summary

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following must be included:

A. Proposer's Background and Experience

- Provide a summary of relevant background information to demonstrate that the Proposer meets the Minimum Mandatory Qualifications stated in Paragraph 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity;
- Narrative of Proposer's background and experience managing security services equivalent or similar to the size and scope of the services requested including Proposer's ability to manage several posts in multiple locations at one time.

- Proposer's demonstrated ability to provide crowd control security services including:
 - Five separate large-scale indoor and/or outdoor events with a minimum capacity of at least 10,000 attendees.
- Location of Proposer's office;
- Number of full-time workers employed by Proposer;
- Description of size and organizational structure;
- An attached copy of Proposer's Private Patrol Operator's license;
- Evidence of insurability (a letter of commitment; binder or certificate of current insurance coverage) from an insurance company setting forth coverage meeting the limits and other requirements of Sub-paragraph 8.25 of Appendix A, Sample Contract; and
- Proposer's Employee Benefits.

B. References

Proposer's References

Proposer shall submit no more than five references of contracts/assignments currently being performed or which have been completed demonstrating at least five years of experience. It is the Proposer'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 Proposer as non-responsive and/or non-responsible if:

- References fail to substantiate Proposer's description of the services provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or

- The Department is unable to reach the point of contact with reasonable effort (8:00 a.m. to 5:00 p.m., Monday through Thursday). It is the Proposer's responsibility to inform the point of contact of normal working hours.

C. Financial Capability

Provide copies of the company's most current and prior two (2) fiscal years (for example 2018 and 2019) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity (i.e., for-profit, non-profit, governmental), the title of these statements may differ. For example, for a non-profit entity, the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. **Submitted audited statements may receive higher evaluation scores than other financial statements.** The County may deduct up to 100 percent of the maximum number of available evaluation points for this category or disqualify the proposal for financial instability.

7. Form P-7 - Quality Control Plan

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

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

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

The Proposer shall complete and sign the Proposer's EEO Certification (Form P-8) and submit it as part of the Proposal.

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

Proposer shall complete and sign the Contractor Employee Jury Service Program Certification Form and Application for Exception (Form P-9).

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

Proposer shall complete and sign the Certification of No Conflict of Interest Form (Form P-10).

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

Proposer's shall complete and sign the Attestation of Willingness to Consider GAIN/GROW Participants Form (Form P-11).

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

Proposer shall complete and sign the Familiarity with the County Lobbyist Ordinance Certification (Form P-12).

13. Form P-13 - Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

Proposer shall complete and sign Certification of Independent Price Determination & Acknowledgment of RFP Restrictions (Form P-13).

14. Form P-14 - Request for Preference Program Consideration

The Proposer shall complete and sign the Request for Preference Program Consideration (Form P-14).

15. Form P-15 - Contractor's Administration

The Proposer shall complete Contractor's Administration, Form P-15, and designate the Contractor's Representative, who shall be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

16. Form P-16 - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Proposer shall complete and return the Certification of Compliance with the County's Defaulted Tax Reduction Program.

17. Form P-17 - Proposer's Green Initiatives

Using Form P-17, Proposer shall present a description of its proposed plan for complying with the green requirements as described in Section 1.7 of the Statement of Work. Describe

Proposer's current environmental policies and practices and those proposed to be implemented.

18. Form P-18 – Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

Complete Form P-18, Zero Tolerance Policy on Human Trafficking Certification, certifying that Proposer is in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 5.22, Compliance with County's Zero Tolerance Policy on Human Trafficking of this RFP.

19. Form P-19 - Compliance with Fair Chance Employment Hiring Practices Certification

Complete Form P-19, Fair Chance Employment Hiring Practices Certification, certifying compliance with fair chance employment hiring practices as defined in Section 5.24 of the RFP.

20. Form P-20 - RFP Exception Form

It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal, the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work.

However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

Form P-20 of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Contract.
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work.

For each exception, the Proposer shall provide:

An explanation of the reason(s) for the exception;

1. The proposed alternative language; and
2. A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

21. Form P-21 – Living Wage Contractor Non-Responsibility Debarment – Acknowledgment and Statement of Compliance

Proposer shall complete and sign Form P-21, Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance as defined in Section 5.18 of the RFP.

22. Form P-22 – Living Wage Labor/Payroll/Debarment History/ Acknowledgement and Statement of Compliance

Proposer shall complete and sign Form P-22, Living Wage Labor/Payroll/Debarment History – Acknowledgement and Statement of Compliance.

23. Form P-23 – Living Wage Application for Exemption

If Proposer believes it does not fall within the Living Wage Program’s definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete and submit no less than 10 days prior to submission of the proposal, Form P-23, Application for Exemption, and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable as defined in Section 5.18 of the RFP.

24. Form P-24 – Living Wage Model Staffing Plan

Proposer must submit a staffing plan using Form P-24, Living Wage Model Staffing Plan, as defined in Section 5.18 of the RFP.

25. Form P-25 – Proposer’s Approach to Record Keeping and Regulatory Compliance

Proposer must submit its response to Section 7.7.5, Section C of the RFP.

Contract Signature Page

Proposer shall return two signed copies of the Contract Signature Page with its proposal.

Acknowledgement of Addenda Received

Proposer shall acknowledge any addenda received in accordance with Section 4.3 of the RFP.

7.7.5 Living Wage Compliance

The Living Wage Program requires that contractors demonstrate during both the solicitation process and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage.

The Living Wage Forms included in Appendix C, Required Forms, should be completed, signed and included in the Proposer's Proposal.

A. Proposer's Staffing Plan

Proposer must submit a staffing plan, Form P-24, comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff.

B. Proposer's Acknowledgement and Statement of Compliance

The Acknowledgement and Statement of Compliance, Form P-21, is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes. Should the Contractor have violations to report, Contractor shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on Form P-22, Appendix C, Acknowledgement and Statement of Compliance Labor/Payroll/Debarment History.

C. Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

Proposer is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness,

scope, and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes. Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

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

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

actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**

- d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a

single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.

- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each

situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

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

7.8 Firm Offer/Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of **180 days** following the last day to submit proposals.

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

7.9 Proposal Submission

The Deadline for Receipt of Proposals is April 16, 2020, 2:00 p.m.

Proposals must be received at the address listed below by the deadline date and time. Postmarks will be disregarded. Proposals are mailed at the Proposer's risk. One original and five copies, each securely bound or stapled and enclosed in a sealed envelope or box, must be delivered to:

Department of Beaches and Harbors
Attention: Angelica Vicente, Administrative Services Manager I
13837 Fiji Way
Marina del Rey, CA 90292
Armed and Unarmed Event Staff Security Guard Services RFP

In addition, Proposer shall provide a copy of its proposal in PDF format on a USB Flash Drive.

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in paragraph 7.2, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **April 16, 2020**.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence

from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

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

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit and CBE Information, Form P-2 of Appendix C, Required Forms, and determine if the Proposer meets the minimum mandatory qualifications as outlined in Paragraph 3.0 of this RFP.

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

8.3 Disqualification Review

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

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

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

Proposer can also be disqualified for Paragraph 5.8, Determination of Proposer Responsibility.

8.4 Proposal Evaluation and Criteria

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The Evaluation Committee will rate Proposals on a point system, subject to the County's right to disqualify incomplete and

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

Proposal Price – 40 percent

Proposer's Approach to Contract Requirements – 30 percent

Proposer's Experience and Organizational Resources – 20 percent

Living Wage Compliance – 10 percent

8.4.1 Cost Proposal Evaluation Criteria (40%)

The annual cost to provide armed and event staff security guard services will be evaluated with the maximum number of possible points awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost proposal and points will be awarded accordingly.

However, should one or more of the proposers request and be granted one of the County's Preference Programs, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.4.2 Proposer's Approach to Contract Requirements (30%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements, the Proposer's Staffing and Work Plan, the Proposer's ability to

respond appropriately to the Department's assignments based on its operational plan provided on Form P-5 of the proposal, and Proposer's ability to establish and maintain a complete Quality Control Plan (Form P-7) to ensure the requirements of this Contract are provided as specified.

8.4.3 Proposer's Experience and Organizational Resources (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided on Form P-6 of the proposal.

Proposer will be evaluated on the following:

- Nature, size, scope and outcome of past and current contracts;
- Proposer's compliance with green initiatives (Form P-17);
- Evidence of insurability;
- Proposer's License(s) as required by Section 3.0;
- Verification of references provided on Form P-6 of the proposal.

In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. Additionally, reviews of terminated contracts, significant litigation or judgments pending against the Proposer and the Proposer's financial capability, as provided in Section 7.7.4, will also be conducted. These reviews may result in either point deductions of up to 100% of the total points awarded in this evaluation category or Proposal disqualification at the sole discretion of the County.

8.4.4 Living Wage Compliance (10%)

A review and evaluation will be made based on the information provided in response to Section 7.7.5 of the RFP. The review and evaluation will include:

1. Proposer's Staffing Plan;

2. Demonstrated Controls over Labor/Payroll Record Keeping;
 - a. Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in response to Section 7.7.5, Section C, of the RFP.
 - b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

Proposers who have demonstrated to the satisfaction of the County that it is exempt from the Living Wage program will receive the maximum amount of points for Living Wage Compliance.

8.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A, and the Requirements of the Statement of Work outlined in the Statement of Work, Appendix B as stated in Section 7.7.4 of the RFP. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

8.5 Labor Law/Payroll Violations

Applying criteria as established in Appendix M of this RFP, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations.

"Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

8.6 Department's Proposed Contractor Selection Review

8.6.1 Departmental Debriefing Process

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

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.6.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Paragraph 8.6.2 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 request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

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

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Section 8.7 below).

8.7 County Independent Review Process

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

Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.6.2 above.

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

APPENDIX A
SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

ARMED AND UNARMED EVENT STAFF
SECURITY GUARD SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT
ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES**

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SAMPLE CONTRACT
ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES**

This Contract ("Contract") made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor", to provide armed security guard services for the Department of Beaches and Harbors' in Marina del Rey and outdoor public places managed by Los Angeles County.

RECITALS

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250; and

WHEREAS, the Contractor is a private firm specializing in providing armed and unarmed event staff security guard services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for armed and unarmed event staff security guard services.

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

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the armed security guard services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications,

assurances and warranties given in this Contract are true and correct. Appendices A through M and Exhibits A through H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, referenced Appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendices and then to the Exhibits.

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written, 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, Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Board, Board of Supervisors** – The Board of Supervisors of Los Angeles County.
- 2.2 Chief Deputy** – The Chief Deputy of the Department.
- 2.3 Contract** – This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Appendix B.
- 2.4 Contract Administrator (CA)** – The Chief of the Community and Marketing Division of the Department or authorized designee.
- 2.5 Contract Year** – The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.
- 2.6 Contractor(s)** – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

- 2.7 Contractor's Representative (CR)** – The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.8 County** – The County of Los Angeles.
- 2.9 County Counsel** – The Los Angeles County Office of the County Counsel.
- 2.10 Department** – The Los Angeles County Department of Beaches and Harbors.
- 2.11 Director** – The Director of the Department.
- 2.12 Evaluation Committee** – The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as a Contractor(s) pursuant to the RFP.
- 2.13 Living Wage Program** - Mandated by Los Angeles County Code Chapter 2.201.
- 2.14 Offer to Perform** – Form P-1 of the RFP.
- 2.15 Performance Standard** – The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.16 Proposer** – Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.17 Request for Proposals (RFP)** – All parts of this document, including its attachments, exhibits and forms.
- 2.18 Statement of Work** – Explains in detail the Work to be performed by the contract.
- 2.19 Subcontractor** – A person, partnership, company, corporation, or other organization furnishing supplies of services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Contractor shall perform the work set forth in Appendix B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the

same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in 1.0, Applicable Documents. In the case of a misrepresentation of facts set forth in Section 8.44, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

3.3 Re-Award of Contract

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

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be three years, commencing on October 1, 2020 or upon execution by the County's Board of Supervisors, whichever occurs later, and unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year/Twelve Month-to-Month Extensions

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. Each such extension shall be exercised at the sole discretion of the Director or his designee. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option.

The Director may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to twelve month-to-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. The County maintains a database

that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Contractor to Notify County when it is Within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit H - County's Administration.

4.4 Survival of Obligations

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

4.5 Duty of Cooperation upon Expiration or Termination of Contract

Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the County and the successor Contractor in transferring records and County property and allowing the successor Contractor access to all information and County facilities necessary to ensure uninterrupted armed security guard services.

5.0 CONTRACT SUM

5.1 Compensation

The net amount the County shall expend from its own funds during the Contract term for armed security guard services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, Offer to Perform, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

5.2 Written Approval for Reimbursement

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 person or 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 not occur except with the County's express prior written approval.

5.3 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the maximum annual amount by up to 10 percent during the Contract term, or any extension periods, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget.

5.4 Increase or Decrease in Service Area

Should the areas to be patrolled (Exhibit A) be modified in accordance with Appendix B, Section 2.0, the Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs at the effective date of this Contract.

5.5 Additional Work

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

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

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

5.7 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

5.8 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.

5.9 Invoices and Payment

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

5.9.2 The Contractor shall submit an invoice to the Department on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled and/or additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. All invoices under this Contract shall be submitted to the following address:

**Los Angeles County
Department of Beaches and Harbors
Financial Services Section
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292**

The County may withhold from payment any amount assessed by the Contract Administrator which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 8.43, Termination for Default. Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

5.10 Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit G - Payroll Statement of Compliance

5.11 Local Small Business Enterprise – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) 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.

5.12 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.12.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.12.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.12.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.12.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

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

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- Ensuring that the objectives of this Contract are met;

- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with the Contractor's Contract Representative on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative. The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Representative on a regular basis.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

7.4.4 Disqualification of any member of Contractor's staff pursuant to this paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

7.5.2 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 this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the appropriate execution of armed and unarmed event staff security services, and which affect the Contractor's service requirements as set forth in Appendix B, Statement of Work, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent.

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

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

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

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 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 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 delegatee 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.

8.2.3 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.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

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

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex,

religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-8 - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix F and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For the purpose of this 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 paragraph. The provisions of this 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 paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

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

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

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

qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 COUNTY RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract,

debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractors

These terms shall also apply to Subcontractors of County Contractors.

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

8.13.1 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 Exhibit I, 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. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if

applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5, Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

8.24.1.1 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.

8.24.1.2 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.

8.24.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Los Angeles County
Department of Beaches and Harbors
Administrative Services Division, Contracts Unit
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292

8.24.1.5 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 Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial ratings

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

8.24.6 Contractor's Insurance Shall be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each

Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

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

	Armed:	Event Staff:
General Aggregate:	\$10 million	\$4 million
Products/Completed Operations Aggregate:	\$5 million	\$2 million
Personal and Advertising Injury:	\$5 million	\$2 million
Each Occurrence:	\$5 million	\$2 million

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

8.25.3 Workers Compensation and Employer’s Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten

(10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate for armed services and \$2 million aggregate for event staff security guard services. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their

actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 LIQUIDATED DAMAGES

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

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

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

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2** The Contractor shall certify to, and comply with, the provisions of Form P-8 - Contractor's EEO Certification.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit H - County's Administration and P-15 - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department (or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

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

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

8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

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

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor

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

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

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

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and

the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

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

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

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

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

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

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

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

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

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

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit
13483 Fiji Way, Trailer #3
Marina del Rey, CA 90292**

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

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

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this

Contract to the extent not terminated under the provisions of this subparagraph.

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

8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application

of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance,

and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 TIME OFF FOR VOTING

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

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.

8.56 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Appendix J-1, for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this subparagraph 9.1.2 under the Contract.
2. For purposes of this subparagraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the

County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any

amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit G), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

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

may, in its sole discretion, exercise any or all of the following rights/remedies:

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

event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an Employee. The

County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A

violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Neutrality in Labor Relations

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

9.1.12 Retention of Contractors Employees

In situations where, due to exigent circumstances stemming from a contractor's default or inability to execute the terms of a security services contract, the County procures security services without conducting a competitive solicitation:

The Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least six (6) months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.

The Contractor shall not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.

The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first ninety (90) days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 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 LSBE.

9.2.3 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 LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE 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 ten (10) percent 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.3.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 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 SE.
- 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 SE.
- 9.3.4** If Contractor has obtained County certification as a SE 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, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.4.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2** 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 DVBE.
- 9.4.3** 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 DVBE.

9.4.4 If Contractor has obtained certification as a DVBE 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, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent 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).

Notwithstanding any other remedies in this contract, 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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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 Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

By _____
Print Name

Signature

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

APPENDIX B

STATEMENT OF WORK

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES**

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1.0 GENERAL REQUIREMENTS

1.1 Contractor's Work Plan

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

1.2 Contractor's Responsibility

Subject to Section 9.0, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, uniforms, weapons, licenses, registration, data systems, transportation, meals, lodging, services, facilities and expenses required to perform the Contract work.

1.3 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

1.4 Property Damage

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

1.5 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths or pedestrian sidewalks.

1.6 Green Initiatives

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

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

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

- 2.1** The Department reserves the right to add and/or delete specific tasks, events, facilities and/or work hours throughout the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the County's needs.
- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities, or may alter the number of hours or the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4** In the event of such addition/deletion of facilities, changes to hours or days of service, or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 8.4 of the Sample Contract.
- 2.5** All changes must be made in accordance with Appendix A, Sample Contract, subparagraph 8.1, Change Notices and Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

3.1 Purpose of Standards

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

3.2 Contractor's Quality Control Plan

The Contractor shall comply with Contractor's quality control plan set forth in Form P-7, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee.

4.0 QUALITY ASSURANCE PLAN

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

4.1 General Requirements

The following requirements shall be observed:

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

4.2 Contract Discrepancy Report

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

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

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

4.4 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements Summary, or proceed with Contract termination as provided in Appendix A, Sample Contract, sub-paragraph 8.43, Termination for Default.

4.5 Performance Requirements Summary

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

4.5.1 Acknowledgement and Acceptance of Standards and Sums

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

4.6 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities and review documents relevant to this Contract at any time during normal business or contracting operating hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 County Contract Administrator

5.1.1 The Community and Marketing Division Chief, or authorized designee, shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

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

- 5.1.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor

- 5.2.1 The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day- to-day activities and shall be available to the County's Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.
- 5.2.2 Contractor shall ensure that all posts are filled according to Section 12.1.1, unless Department gives a written notification of a change. Contractor shall be liable for all directly related and associated costs should County or another contractor be required to fill an open post that Contractor is responsible for staffing. Unoccupied security posts without the Department's prior approval will be viewed as a serious breach of performance and may be subject to remedies in accordance with Section 4.4.
- 5.2.3 Contractor shall notify the CA of any security guard absences immediately. Post coverage shall be ensured at all times, with replacement guards reporting within two hours or less of the absent security guard's reporting time.
- 5.2.4 Contractor shall ensure a replacement guard to cover any vacant post in the event a security guard must leave during the work shift. The replacement guard shall report within two hours or less.

5.3 Contractor's Representative

- 5.3.1 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.
- 5.3.2 The CR shall be available to the CA on reasonable telephone notice each business day and at other times as required by the work.

5.3.3 The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs, approve reports and report on any problem resolution to the CA within 24 hours of incidents. Immediate response and/or report is required by the CR to the CA in emergency situations.

5.4 Supervisor

The Contractor shall provide a Field Supervisor, who shall be required to make regular onsite visits to all posts to ensure satisfactory performance by the employees who are assigned to perform the Contract work. The CR may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must fluently understand, speak and write English.

5.5 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

5.6 Communication with Department

The Contractor shall return calls or emails from the Department during business hours and no later than the next business day or as soon as reasonably possible if the matter is designated as urgent. The Contractor shall ensure County can access Contractor when Contractor's office is closed, by maintaining an answering service, and/or equipping the CR with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. Contractor shall answer calls received within two hours of receipt of the Department's call.

5.7 Contractor to Notify Employees of Rights under Living Wage Ordinance.

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

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

5.8 Personnel

5.8.1 Contractor shall ensure its guards and supervisors providing services under this Contract are at least 18 years of age.

- 5.8.2** Security guards shall communicate effectively in English and be capable of communicating with the public and County employees and possess written communication skills for note taking and completing report forms.
- 5.8.3** Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.8.4** Contractor shall ensure its guards working on this Contract have satisfactorily completed training requirements in accordance with Section 6.0.
- 5.8.5** Contractor's employees shall not bring in any form of contraband to County facilities.
- 5.8.6** Contractor's employees shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs when in or on County facilities.
- 5.8.7** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; shall be respectful of County staff; and otherwise are subject to all rules and regulations of the facility.
- 5.8.8** Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the County, in accordance with Section 7.4 of the Sample Contract.
- 5.8.9** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- 5.8.10** The Contractor shall provide the Department with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.
- 5.8.11** The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

5.9 Licenses

The Contractor shall maintain valid licenses and certifications during the Contract term. Failure to maintain current licenses will result in assessment of liquidated damages in accordance with the Performance Requirements Summary.

5.9.1 Contractor

The Contractor shall maintain the following licenses over the Contract term:

- California Department of Consumer Affairs Private Security Service License;
- California Department of Consumer Affairs firearms permit and registration for each security guard assigned to the Contract; and
- Federal Communications Commission Radio Equipment Operation License, if required for the operation of Contractor's communication system.

5.9.2 Guard Licenses and Certifications

The Contractor shall assign only security guards who have satisfactorily completed the State of California Security Training requirements for security guards. The security guards shall possess at all times while on duty current, valid, licenses and certifications.

a. The following is required for Armed Security Guards:

- California Department of Consumer Affairs security guard registration card (Guard Card);
- California Department of Consumer Affairs firearms permit indicating the specific firearm issued;
- California Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) baton permit, or proof of active peace guard status;
- License to carry oleoresin capsicum (O.C.) spray;
- P.O.S.T. Certification in Side Handle, PR24 Baton or ASP Collapsible Baton Training; and

- Cardiopulmonary Resuscitation (CPR) Certification sponsored or approved by the American Red Cross or American Heart Association; and
- First Aid Certificate/Card.

b. The following is required for Unarmed Event Staff Security Guards:

- California Department of Consumer Affairs security guard registration card (Guard Card);
- California Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) baton permit, or proof of active peace guard status;
- P.O.S.T. Certification in Side Handle, PR24 Baton or ASP Collapsible Baton Training; and
- Cardiopulmonary Resuscitation (CPR) Certification sponsored or approved by the American Red Cross or American Heart Association; and
- First Aid Certificate/Card.

5.10 Contractor to Maintain Employee Records

5.10.1 Contractor shall provide the Department with appropriate documentation of completion of its security guards' training and all applicable licenses and certifications received prior to assigning security guards to perform Contract services.

6.0 CONTRACTOR TRAINING REQUIREMENTS

Contractor shall furnish, and Contractor's security guards must successfully complete before commencing patrol duties, a basic training course which provides the subject matter, class time and topics described below.

6.1 Duties and Functions of Security Guards (3 hours)

- Public Relations;
- Appearance;
- Observe and report;
- Note-taking and reporting;

- Legal powers and limitations;
- Prevention;
- Use of force only when life is being threatened;
- Department's Statement of Work;
- Search and seizure; and
- Arrest powers.

6.2 Prevention and Protection (3 hours)

- Patrols;
- Checking for hazards;
- Access control;
- Department's rules and regulations;
- Inspections; and
- Safety.

6.3 Enforcement (3 hours)

- Observation and description;
- Preservation of evidence;
- Criminal and civil law;
- Crimes in progress;
- Unruly persons;
- Defensive tactics;
- Procedures for bomb threats; and
- Procedures during fires, explosions, floods and demonstrations.

6.4 Special Problems (2 hours)

- Vandalism;
- Arson;
- Burglary;
- Robbery;
- Theft;
- Loitering;
- Drugs and alcohol; and

- Terrorism.

6.5 General Emergency Services (2 hours)

- Communications;
- Crowd control;
- Fire control systems and fire prevention;
- First Aid/CPR;
- Safeguarding County property;
- Law enforcement and private security relationships; and
- Responding to alarms.

7.0 UNSCHEDULED WORK

The Contractor shall upon 24 hours' notice perform unscheduled armed security guard services at such times and places as authorized in writing by the Director or his designee.

7.1 Emergencies

The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special armed security guard services. The Contractor shall make such services available within two hours of telephone notice.

8.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY – ARMED GUARDS

8.1 The County will provide the facilities and equipment described in this Section 8.0 for the Contractor's use during the term of the Contract. Equipment and facilities furnished by the County may be used by the Contractor only for activities related to performance of the Contract work. The Contractor agrees to defend and hold the County harmless from any loss, liability, claim, lawsuit, property damage, theft, destruction of property or injury resulting from Contractor's use of the facilities and equipment. Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein. Should Contractor's employees damage County property or equipment, Department shall issue to Contractor a Contract Discrepancy Report (CDR) detailing costs for all

repairs or replacement of lost, stolen or damaged equipment, and deduct costs from Contractor's invoice.

8.2 Security Post

The Department will provide the Contractor with a central security post, located in the entrance kiosk of the parking facility at Dockweiler State Beach, Area 1. A second security post for Area 2, Marina del Rey, will be located in the Community Room of the Burton Chace Park complex. The Marina del Rey post will be used solely for the purpose of logging in and out on the electronic sign-in system. The Contractor shall reimburse the County or its designee for all telephone calls made by the security guards from the security post immediately when presented with an itemized copy of the monthly telephone bill.

8.3 Keys and Gate Cards

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

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

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

9.0 EQUIPMENT FURNISHED BY CONTRACTOR – ARMED GUARDS

9.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 8.0, the Contractor shall provide all equipment necessary to perform the Contract work.

9.2 Security Guard Monitoring

9.2.1 Contractor shall provide an electronic monitoring system which monitors the activities of the security guards while on patrol. The monitoring system shall include equipment for the following:

- Electronic checkpoint placement at various patrol locations, as identified in Section 8.2;
- Wand or similar device which can record the location, date and time of the patrol; and
- Ability to download and provide a daily online report of the patrol.

9.2.2 The security guard monitoring system shall be approved by the CA prior to installation.

9.2.3 The security guard monitoring system shall remain the property of the Contractor and shall be removed upon termination of the Contract.

9.3 Uniforms

The Contractor shall furnish all assigned armed security guards and supervisors clean and neat uniforms to wear each work day while performing the Contract work. The uniforms shall contain the Contractor's company logo and consist of the following:

- Trousers – Navy blue or black;
- Shirt/Blouse – White, Light Blue, Navy Blue or Black;
- Black Shoes;
- Jacket (optional, but must have company logo).

9.4 Security Guard Equipment

Each security guard shall be equipped with the following equipment:

- Sam/Sally Browne gun belt;
- One (1) Handcuff case;
- Four (4) Keepers;

- One (1) Key snap;
- One (1) heavy duty 3-cell flashlight with batteries;
- One (1) set of handcuffs plus (female) key;
- Badge (with guard's last name, first initial);
- Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring Handler, 12", or the ASP (24" or 26") expandable straight stick;
- Pepper Spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried holster);
- Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, .38 Special or .357 magnum caliber revolver;
- Ammunition pouch and speedy loaders;
- .38 caliber, either Winchester 110 grain +P+ or Spear 125 grain +P, semi-jacketed, hollow point or Remington .38 Special plus P hollow points 128 grain or Winchester; and
- Round Ball full jacket bullets in accordance with the following:
 - Must be factory loaded;
 - A minimum of 12 additional rounds must be carried for the handgun;
 - The ammunition is to be replaced annually;

These firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality and training procedures.

- Armed security guards shall only carry a firearm for which they are currently licensed and qualified under State or California Consumer Affairs' rules and regulations. The firearm shall be listed on their firearms' card issued by Consumer Affairs.
- Contractor shall maintain a current firearms list, which shall include the manufacturer, model and serial number of the firearms used by Contractor's armed guards and provide an updated list when adding, deleting, and noting other changes as appropriate. Contractor shall provide the CA with the firearms list within 30 days of Contract Award and annually thereafter.

- Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year. Qualification slips shall be filed with the company of employment and be available for audit by personnel of the Department of Beaches and Harbors.

The items outlined above will not be furnished, maintained or paid for by the County. All uniforms and equipment must be maintained by the Contractor in good operating condition and in good appearance.

9.5 Photo Identification

The Contractor shall furnish and require every on-duty security guard, armed and unarmed, to have in his/her possession a photo identification card identifying the employee by name, physical description and company. The identification card shall be approved by the CA.

9.6 Patrol Vehicles

9.6.1 The Contractor shall provide two patrol vehicles with current DMV registration to perform the Contract work. Patrol vehicles are required at the following locations:

- Service Area 1, Dockweiler (Rover); and
- Service Area 3, Marina del Rey.

9.6.2 The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos that include the company name and telephone number. Vehicles shall be registered to the Contractor. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld. **Personal vehicles shall not be used in the performance of the Contract work.**

9.6.3 Vehicles used in the performance of the Contract work shall never be driven on either the sandy portion of the beach or the bike path.

9.6.4 Vehicles shall be well maintained, neat and clean at all times.

9.6.5 The patrol vehicle shall be equipped with the following equipment:

- Wireless communication equipment satisfactory to the CA;
- Spotlight with ½ mile illumination range;
- Fully charged fire extinguisher;

- Emergency road repair equipment including jack and spare tire;
- Traffic Cones;
- First aid kit; and
- Outside public address capability.

9.7 Two-Way Communication Devices

Contractor shall provide two (2) hand-held radios or equivalent wireless communication devices satisfactory to the CA with a range of ten miles.

9.8 Electronic Sign-In Equipment/Method

The Contractor shall provide equipment and/or method that will allow Contractor's employees to sign in and out of their assigned work locations.

10.0 EQUIPMENT FURNISHED BY CONTRACTOR – UNARMED EVENT STAFF GUARDS

10.1 Uniforms

The Contractor shall furnish all assigned unarmed event staff security guards and supervisors clean and neat uniforms to wear for each special event the requested services are provided. The uniforms shall contain the following:

- Dark color polo shirt and trousers;
- Jacket that identifies the guard as security;
- Contractor's name and/or logo shall be displayed on both the polo shirt and jacket, along with the word "Security" in a contrasting color from the polo shirt and jacket.

10.2 Security Guard Equipment

Contractor is required to provide the following equipment for all special event dates listed in Section 13.3:

- (1) two-way radio for each assigned unarmed event guard, overnight guard, and/or event manager/supervisor;
- (1) two-way radio for an on-site LA County Sheriff's deputy (if applicable);
- (1) emergency first aid kit;
- Badge (with guard's last name, first initial).

11.0 LOGS AND REPORTS

Contractor shall submit the following logs and reports to the Department as specified.

a. Logs and reports for armed guard security services shall include:

11.1 Electronic Sign-In

Contractor shall ensure that security guards electronically sign-in and out at the beginning and end of each shift at the security posts using the equipment as stated in Section 9.2.1. The CA may request that Contractor provide an electronic report verifying guards reporting at any time. The security posts are located as follows:

- Service Area 1, Dockweiler – The security post will be located at the entrance kiosk of the parking facility at Dockweiler.
- Service Area 2, Dockweiler Youth Center - The security post will be located at the entrance kiosk of the parking facility at Dockweiler Youth Center.
- Service Area 3, Marina del Rey - The security post will be located in the Community Room of the Burton Chace Park complex, and will be used solely for the purpose of electronically signing in and out.
- Service Area 4, White Point/Royal Palms Beach Parking Lot – Electronic sign-in to be determined. The Department reserves the right to require electronic sign-in during the term of this Contract and any option years, if exercised.

11.2 Contractor to Submit Monthly Reports

The Contractor shall submit with each monthly invoice a report describing the services rendered during the period, including:

- The charge for the services rendered;
- The balance of funds remaining under the Contract;
- The names, dates and hours worked by each security guard;
- An electronic report of each security guard's sign in/out time;
- Any subcontractors employed and their dates and hours worked; and
- A copy of the electronic guard monitoring report shall be attached with the Contractor's monthly invoice.

11.3 Daily Patrol Log

The Contractor shall maintain a daily patrol log in accordance with Exhibit B, Daily Patrol Log. This log shall include the name of the security guard, date, starting and ending times, certification activities completed, description of any activity not listed (including, but not limited to, emergency situations in the parking lots and parks) and all reported incidents. Each daily patrol log shall be completed by the end of each shift and left in an appropriate place accessible to the CA, to be determined upon award of the contract.

11.4 Daily Patrol Report

At the conclusion of each shift, the security guard shall download and generate the patrol report. The facility name on the report must be the same as the facility named in Section 12.1.3 or as directed by the Contract Administrator.

11.5 Written Incident Reports

The Contractor shall prepare written incident reports. Incident reports shall include, but not be limited to, discharge of firearms observed or reported by security guards or others, bodily injury, use of force by security guards or others, active involvement by fire, vehicle collision/incident report (involving Contractor vehicle's), paramedic and law enforcement authorities, vandalism, trespass, illegal gatherings, fights, burglaries, thefts, assaults, property damage, flooding, earthquake damage, roadway damage, power failures, utility failures, parking lot lights extinguished, broken gates and observed violations of ordinances or statutes. This report shall contain any information that is immediately available to assist the County in identifying and locating the perpetrator and/or victim. The report shall be completed by the end of the shift in which the incident is first observed or reported and shall be submitted to the CA on the next County business day, unless otherwise instructed by the CA.

11.6 Oral Incident Reports

The Contractor shall immediately submit to the CA a detailed oral report of such incidents. The Contractor shall file a written report not later than the next County business day, or immediately if requested by the CA as stated in Section 11.5.

11.7 Complaint Log

The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall receipt of the complaint. An updated copy of the complaint log shall be made available to the CA by the first day of each month. Logs and reports relative to supervision, noting problems and/or violations and corrective actions, shall be made available to the CA.

11.8 Monthly Incident Summary

The Contractor shall submit to the CA by the fifth day of each calendar month of the Contract term commencing with the second month of the Contract term, a written report summarizing all incidents reported in the patrol log and incident reports and their disposition for the previous month.

11.9 Nightly RV Park Entries / Burton Chace Park Docks

The guards on duty shall maintain a log of vehicles/vessels and persons admitted to the RV Park and Burton Chace Park during the shift hours as directed by the CA.

b. Logs and reports for unarmed event staff guard security services shall include:

11.10 Patrol Report

At the conclusion of each event, the guards shall generate a patrol report indicating the event's name and detail any notable incidents and issues the guards may have encountered during the event including the discharge of firearms observed or reported by guards or others, bodily injury, use of force by guards or others, active involvement by fire, paramedic and law enforcement authorities, vandalism, trespass, illegal gatherings, fights, burglaries, thefts, assaults, property damage, flooding, earthquake damage, roadway damage, power failures, utility failures, parking lot lights extinguished, broken gates and observed violations of ordinances or statutes. This report

shall contain any information that is immediately available to assist the County in identifying and locating the perpetrator and/or victim.

12.0 SCOPE OF WORK – ARMED GUARD SERVICES

Contractor shall provide armed security guard services in public spaces for the Department of Beaches and Harbors (Department) in Marina del Rey, Playa del Rey and San Pedro, California.

Armed security guard services will be required seven days a week, including holidays, for patrols at the following locations: Dockweiler RV Park, 12001 Vista del Mar, Playa del Rey, CA 90293; Dockweiler Youth Center, 12505 Vista del Mar, Playa del Rey, CA 90293; Burton Chace Park 13650 Mindanao Way, Marina del Rey, CA 90292; and White Point/Royal Palms Beach, 1799 Paseo del Mar, San Pedro, CA 90732. The specific hours, tasks, areas, duties and protecting property related to Department special events is inclusive of Section 12.0 of this Statement of Work.

12.1 Security Guard Hours and Tasks

The security guards provided by the Contractor shall perform the tasks as specified below, and any others required by the CA, which are within the scope of the Contract work.

12.1.1 Service Areas, Patrol Hours and Required Staffing

- Service Area 1, Dockweiler - The Contractor shall assign two security guards to Service Area 1 and adjacent facilities from 8:00 p.m. to 6:00 a.m.
- Service Area 1.1, Dockweiler RV Park Office and its Immediate Vicinity – The Contractor shall assign two security guards, one guard from 7:30 p.m. to 6:00 a.m. and another guard from 10:00 p.m. to 8:30 a.m., with the exception of January. The Dockweiler RV Park is closed most of the month of January. January staffing will not exceed five days; CA will advise.
- Service Area 2, Dockweiler Youth Center – The Contractor shall assign one security guard to Service Area 2 from 8:00 p.m. to 6:00 a.m.
- Service Area 3, Marina del Rey, Burton Chace Park – The Contractor shall assign one guard to Area 3 from 7:30 p.m. to 6:30 a.m. to patrol Burton Chace Park and its immediate vicinity while also conducting patrols at all locations as outlined in

Section 12.3.4; and another guard from 10:00 p.m. to 6:00 a.m. to patrol Burton Chace Park and its Guest Docks and log docking activity during the entire shift, as outlined in Section 12.3.4, sub-sections e and f.

- Service Area 4, White Point/Royal Palms Beach Parking Lot – The Contractor shall assign one security guard to Area 4 as indicated in the following two schedules:
 - Daylight Saving Time schedule (April 1st through October 31st): Area 4 shall be patrolled from 8:00 p.m. to 1:00 a.m.
 - Area 4 shall be patrolled from 6:00 p.m. to 11:00 p.m.
 - Standard Time schedule (November 1st through March 31st):The hours stated above are seven days a week (unless stated otherwise), including holidays, and any other such hours as the Director may designate.

12.1.2 Security Guard Tasks

- Guards shall arrive and leave security posts at designated times;
- Guards shall electronically sign-in and out at designated security posts;
- Guards shall report to designated posts on time and maintain the security post until relieved as required;
- Guards shall wear visible identification at all times;
- Guards shall not possess any of the following items while at their assigned posts: personal music devices, laptop computers, televisions, handheld computer devices/games, newspapers, magazines or books;
- Guards shall not use their personal vehicles to perform patrol duties;
- Guards shall be awake at all times during security post coverage; and
- Guards shall ensure security checkpoints are engaged while on patrol.

12.1.3 Service Areas and Facilities

The Service Areas and the facilities within which will be patrolled by the security guards are illustrated in Exhibit A and listed below.

a. Service Area 1 and 1.1 – Dockweiler and Dockweiler RV Park Office and its Immediate Vicinity

The facilities within this area include:

- The RV Park and its perimeter that includes future adjacent dry campsites, with three (3) shower/restroom buildings;
- The RV Park laundry room;
- The RV Park entrance facility, RV Park Office and immediate vicinity;
- The access road;
- Dockweiler lots 1, 2 and 3 and adjacent restrooms;
- The bicycle lane;
- The Grand Ave parking lot;
- The 62nd Street parking lot;
- The bike rental storage container;
- The lifeguard headquarters building;
- The DBH maintenance building;
- The entire perimeter of the DBH maintenance building; this area includes the building's parking lot and any adjacent storage areas and/or containers;
- Gillis restroom (North of the Department's Maintenance Yard).

b. Service Area 2 - Dockweiler Youth Center/Bluff Parking Lot

The facilities within this area include:

- The Dockweiler Youth Center building;
- The perimeter of the Dockweiler Youth Center; this area includes from the South around to the hang-gliding storage container (container itself is not the responsibility of the County) to the North where the RV Park ends;
- The concession building and restrooms;
- The perimeter of the concession building and restrooms; and
- The ADA ramp adjacent to the concession building.

c. Service Area 3 – Marina del Rey

The facilities within this area include:

- Burton Chace Park, including its perimeter and the picnic and boaters restroom facilities:
 - Chace Park parking lots;
 - Community room and office structure;

- Transient docks;
- The Boathouse, its perimeter and surrounding docks;
- The Boathouse Promenade;
- Park green belt areas;
- Picnic shelters and pergolas; and
- Fish cleaning station.
- Parcel 77:
 - Parking lot; and
 - Boat and dinghy rack storage area.
- Parcel 47:
 - Parking lot;
 - Boater Restrooms; and
 - Docks G2600, 2400, 2200, 2000, 1800, 1600, 1400, 1200, 1000, 800, and 600.
- Parcel 45:
 - Boater restrooms at Fiscal Building; and
 - Parking lot.
- Santa Monica/Windjammers Yacht Club boater restrooms and laundry room;
- The Visitor Center and its perimeter;
- The Permits building and its perimeter;
- Parcel 49S Mast-Up Storage (next to the Trailer Complex);
- The Trailer Complex; and
- Via Dolce Service Yard.

d. Service Area 4 – White Point/Royal Palms

The facilities within this area include:

- Parking lot; and
- Upper Bluff area.

All locations will be further identified at the pre-job walkthrough upon Contract award.

12.2 Security Monitoring Checkpoint Locations

All facilities identified below must have an electronic checkpoint to monitor the patrols.

- RV Park (checkpoints to be placed throughout RV Park);
- The Department's Dockweiler maintenance building;
- Dockweiler Youth Center; checkpoints to be placed throughout the vicinity of the Dockweiler Youth Center, including:
 - Dockweiler Youth Center concession building/restrooms.
- Chace Park, checkpoints to be placed throughout Chace Park, including:
 - Transient docks (checkpoints at 4-hour zone, H-128 and H-325);
 - The Boathouse and docks (checkpoints placed on 1st, 2nd and 3rd floors);
 - Water Program Storage Docks; and
 - Picnic shelters and pergolas (checkpoints placed in the middle of each three shelters).
- Parcels 45 and 47, checkpoints to be placed at boater restrooms;
- Parcel 77;
- Parcel 49S Mast-Up Storage;
- The Trailer Complex;
- Visitors Center;
- Permits building;
- Via Dolce Storage Yard; and
- Kiosk at White Point/Royal Palms Beach.

County reserves the right to require additional locations for checkpoint placement anytime during the Contract term.

12.3 Description of Work Duties

The following duties shall be completed by the security guard(s) at the assigned Service Area once on duty:

12.3.1 Service Area 1, Dockweiler

- Arrive at the security post no later than 8:00 p.m., in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;

- One security guard shall always remain in the security post, maintain contact with the security guard on patrol by way of a two-way radio and perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- One security guard shall patrol the facilities by foot or car, as directed by the CA and ensure the electronic checkpoints are engaged every 90 minutes;
- Lock the main entrance gate at 10:00 p.m.;
- Guard shall ensure the following parking lots are locked at 8:30 p.m.: **Grand Parking Lot, Bluff Parking Lot** (except during events at Dockweiler Youth Center, CA to advise Contractor) and **62nd Street Parking Lot**. If these parking lots are not secured, guard shall lock them and report the date and time of locking in the Daily Report Log;
- Guard shall ensure the following parking lots are unlocked between 5:30 a.m. and 6:00 am, daily: **Grand Parking Lot, Bluff Parking Lot** and **62nd Street Parking Lot**;
- Clear the parking lots of all cars by 10:00 p.m.;
- Admit late-arriving campers to the RV Park after 8:00 p.m., if designated on the camping roster;
- Maintain a log of nightly entries to the RV Park provided by the RV Park manager which shall include:
 - RV patrons name;
 - Space number assigned;
 - Driver and vehicle license numbers; and
 - Brief description of the vehicle.
- Give the log of nightly entries to the RV Park manager for collection of fees from the appropriate camper;
- Allow campers at the RV Park to exit and return at all times upon presentation of a pre-paid space rental ticket and proper I.D.;
- Refuse any camping fees tendered by campers at the RV Park and direct them to pay the park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.; and

- Prohibit parking on the beach-side parking lots between 10:00 p.m. and 6:00 a.m. unless prior permission has been given by either the parking contractor, the CA or RV Park staff via an overnight parking pass.

a. Department of Beaches and Harbors (DBH) Maintenance Yard

- Check the main entry gate to ensure it is secured for the evening;
- Check all exterior facility doors to ensure they are locked. Check windows for any cracks or signs of illegal entry;
- Check storage bins and bay doors to ensure the padlocks are not vandalized or broken;
- Walk around facility/compound to ensure no homeless are inside the compound;
- Check equipment (trucks, tractors and landscaping equipment) for damage and ensure equipment is locked;
- Ensure exterior lights to the facility are on and/or working properly;
- Report all observed or discovered vandalism of County property;
- Report on a daily basis any suspicious activity and/or matters requiring immediate attention;

12.3.2 Service Area 1.1, Dockweiler RV Park and its Immediate Vicinity

- Arrive at the security post no later than 7:30 p.m. and, for the second guard, no later than 10:00 p.m., in complete uniform;
- Leave the security post no earlier than 6:00 a.m. and, for the second guard, no earlier than 8:30 a.m.;
- Sign in electronically at the Dockweiler Kiosk;
 - Immediately check the RV Park and adjacent facilities and ensure the electronic checkpoints are engaged every 90 minutes.
- Ensure patron vehicle passes are appropriately displayed and valid;
- Ensure all patron vehicles are parked inside the campsite behind the white line. If customer is only dropping off items, give them time to do so;
- Ensure vehicles drive at the posted 5 mph speed limit, and do so safely as to not pose a threat to pedestrians and campsite property;

- Ensure that visitors park in beach parking lot #1. Vehicles with white “Overnight Guests” parking permits may not park inside the campground;
- Enter the restrooms during each patrol to ensure no one is sleeping inside and no malicious activity is taking place ;
- Check the laundry facility for unauthorized access;
- Ensure guests abide by rules of the RV Park;
 - Ensure campers comply with quiet hours of 9 p.m. to 6 a.m.;
 - Ensure there is no rowdiness, loud music, abusive language, drunkenness or possession of illegal drugs taking place;
 - Ensure campers do not occupy adjacent empty sites, i.e., that campers do not set up tables and grills;
 - Enforce that campers are not performing major repairs on vehicles in the RV Park including fluid changes, removal of large vehicle parts or washing/rinsing RV;
- Report all incidents on security notes for office; and
- Check-in with Park staff for updates of any special circumstances or assignments for the night.
- Ensure only registered campers roam camp grounds.

12.3.3 Service Area 2, Dockweiler Youth Center (DYC)

- Arrive at the security post no later than 8:00 p.m. in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Ensure the DYC and concession stand are monitored every 60 minutes;
- Patrol south of the DYC to the hang-gliding storage container (container itself is not the responsibility of the County) to North of the Dockweiler Youth Center where the RV Park ends via the bike path;
- Sign-in electronically at the Dockweiler RV Park office;
- Check sign-in clipboard for special post orders;
- Ensure that all perimeter doors of the DYC and concession stand are closed and locked;
- Ensure all electronic checkpoint locations are engaged;

- Ensure that no one is sleeping in areas around the building;
- Ensure there are no tents on the sand overnight;
- Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.;
- Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.;
- Ensure that no one vandalizes County property; and
- Document any County employee entering the building after closing hours. Verify identification, write down the person's name, title and time of entrance to the facility.

12.3.4 Service Area 3, Marina del Rey

- Arrive at the security post no later than 7:30 p.m. in complete uniform;
- Leave the security post no earlier than 6:30 a.m.; and
- Sign-in electronically at the park office.

a. Via Dolce Yard

- Check the main entry gate to ensure it is secured for the evening;
- Check all exterior facility doors to ensure they are locked. Check windows for any cracks or signs of illegal entry;
- Check storage bins and bay doors to ensure the padlocks are not vandalized or broken;
- Walk around facility/compound to ensure no homeless are inside the compound;
- Check equipment (trucks, tractors and landscaping equipment) for damage and ensure equipment is locked;
- Check exterior chain link fence for illegal access into compound (for example: holes or damage to the fence);
- Ensure exterior lights to the facility are on and/or working properly;
- Report all observed or discovered vandalism of County property;
- Report on a daily basis any suspicious activity and/or matters requiring immediate attention; and

- Contact Marina del Rey Sheriff's Station at (310) 482-6000 if there is an imminent threat or activity requiring immediate attention and further investigation.

b. Trailer Complex

- Check the main entry gate to ensure it is secured for the evening;
- Check all exterior facility doors to ensure they are locked. Check windows for any cracks or signs of illegal entry;
- Check storage bins and bay doors to ensure the padlocks are not vandalized or broken;
- Walk around facility/compound to ensure no homeless are inside the compound;
- Check equipment (trucks, vehicles, fork lift, boats, and pressure washer) for damage and ensure equipment is locked;
- Check exterior chain link fence for illegal access into compound (for example: holes or damage to the fence);
- Ensure exterior lights to the facility are on and/or working properly;
- Report all observed or discovered vandalism of County property; Report on a daily basis any suspicious activity and/or matters requiring immediate attention; and
- Contact Marina del Rey Sheriff's Station at (310) 482-6000 if there is an imminent threat or activity requiring immediate attention and further investigation.

c. Parcel 45 – Building and Parking Lot (13575 Mindanao Way, MdR)

- Ensure that main Fiscal Building entrance door and both side exit gates are locked and secured;
- Monitor Fiscal Building boater restrooms for unauthorized persons and vandalism;
- Ensure that no unauthorized vehicles are parked in the lot, all vehicles should have visibly displayed parking passes if they are not County vehicles.

d. Parcel 77 – Boat Storage Area

- Walk perimeter and interior of storage area;
- Ensure that unauthorized persons are not inside the area;
- Ensure that no tenants are sleeping overnight on their boats or anywhere in the storage area;
- Ensure that pedestrian gate and both vehicle gates are closed and secured; and
- Report vandalism, suspicious activity, and/or matters requiring immediate attention to the Contract Administrator.

e. Burton Chace Park/Guest Docks

- Arrive at the security post no later than 7:30 p.m. in complete uniform;
- Leave the security post no earlier than 6:30 a.m.;
- Document boaters arriving at the transient docks after 8:00 p.m., including arrival time, CF or documentation number, boat name or brief description of vessel and operator's full name;
- Direct customers to register and pay fees with the Chace Park office between the hours of 8:00 a.m. and 10:00 a.m. of the following day;
- Regularly monitor boater restrooms for unauthorized persons and vandalism;
- Ensure no one is in the park between 10:00 p.m. – 6:00 a.m.;
- Monitor four (4) hour dock and notify the Sheriff's Department of any vessels exceeding the allotted time;
- Clear the parking lot of all cars by 10:00 p.m.;
- Close parking lot gates at 10:00 p.m. and open at 6:00 a.m.;
- Log license plate numbers, make and model of vehicles remaining in lot after closing;
- Lock picnic restroom at 10:00 p.m. and open at 6:00 a.m.; and
- Guard equipment left overnight for special events, as directed by the CA.

f. Boathouse/Docks

- Ensure that all Boathouse doors are secure, including entrance gates and doors on all three floors;
- Ensure that no unauthorized vessels are tied up to the Boathouse docks;
- Ensure that anyone found on the docks has proper County employee photo identification or is a volunteer Boy Scout. Ensure that anyone in the facility after hours has proper identification and, should they not have it, document the person's name, title and business reason for being on the premises. All activities must be County approved. Any overnight activity must have prior approval. Notification will come from the County Contract Administrator or Burton Chace Park Supervisor; and
- Enforce Visitor Guest Dock Rules (Exhibit D);

g. Parcel 47 – Restrooms, Docks G2600, 2400, 2200, 2000, 1800, 1600, 1400, 1200, 1000, 800, and 600

- Regularly monitor boater restrooms for unauthorized persons and vandalism; and
- Ensure that no unauthorized vessels are tied to the docks.

h. Boathouse Promenade

- Walk perimeter;
- Ensure that unauthorized persons are not inside area; and
- Enforce Burton Chace Park rules.

i. Visitors Center

- Walk perimeter;
- Ensure that unauthorized persons are not inside area; and
- Enforce parking lot rules.

k. Permits Building

- Walk perimeter;
- Ensure that unauthorized persons are not inside area; and
- Enforce parking lot rules.

12.3.5 Area 4, White Point/Royal Palms Beach Parking Lot

- Guard shall enforce lot closure (November 1st through March 31st, lot closes at 6:30 p.m. and April 1st through October 31st, lot closes at 8:30 p.m.);
- Ensure County property is protected from vandalism;
- Ensure patrons are not entering premises after closing;
- Report damage and vandalism of County property to Enforcement Services Unit Supervisor; and
- Log license plate numbers, make and model of vehicles remaining in lot after closing.

12.4 Other Duties

Perform other duties within the scope of the Contract as required by the Director.

12.5 Special Events / Property Protection

Contractor will be required to provide armed security services to safeguard equipment, fixtures and property before and after Department special events and programs, from set-up to break-down, as listed below. Notice will be provided to the Contractor by the Department at least seven days prior to each event.

a. ARTsea

- Event Dates: Two days in June
- Duties: Security services for up to five days before and after event
- Shift: Twelve-hours, each day/each night
- Personnel Needed: Four guards each shift
- Total Hours: 480

b. Marina del Rey Summer Concerts

- Event Dates: Up to ten concerts, on alternating Thursdays and Saturdays between the months of July and August.
- Duties: Security services as required for 10 days overnight before each event.
- Shift: Twelve hours (overnight)
- Personnel Needed: Three guards
- Total Hours: 360

c. Marina Spooktacular

- Event Dates: Two days during last weekend of October
- Duties: Security services as required for up to five days before and after the event.
- Shift: Twelve-hours each day/each night
- Personnel Needed: Four guards each day / Six guards each night
- Total Hours: 600

d. Holiday Boat Parade Fireworks Show

- Event Date: Second Saturday in December (Confirmation will be provided prior to event)
- Duties: Security services as required before, during and after the event
- Shift: Twenty-hour shift
- Personnel Needed: One guard
- Total Hours: 20

e. Marina Lights

- Event Date: December 1st – January 1st
- Duties: Security services as required, 24-hours each day.
- Shift: Twelve-hours each day / each night
- Personnel Needed: One guard each day, two guards each night
- Total Hours: 1,116

f. Marina del Rey New Year's Eve

- Event Date: December 31 – January 1
- Duties: Security services as required, before, during and after the event
- Shift: Twenty-two hour shift
- Personnel Needed: One guard
- Total Hours: 22

13.0 SCOPE OF WORK – UNARMED EVENT STAFF SERVICES

Contractor shall provide unarmed event staff security guard services in public spaces for special events hosted by the Department of Beaches and Harbors (Department) in Marina del Rey and Playa del Rey. All event guards shall be unarmed at all times when patrolling Department events. Event security guard services will be required for special events at the following locations: Dockweiler Youth Center, 12505 Vista del Mar, Playa del Rey, CA 90293 and Burton Chace Park, 13650 Mindanao Way, Marina del Rey, CA 90292. The Contractor shall provide event staff guard services to conduct specialized crowd control and security services during events. Further specifications and requirements for special events are discussed in Section 13.0 of this SOW.

13.1 Tasks

Unarmed event staff security guards will be required to conduct security and crowd control services before, during and after Department special events and programs, from set-up to break-down. County will provide Contractor with the site layout, event timeline, parking passes, and important contact information one week prior to any request for event staff guard services, as well as pre-event briefings to review security post details unique to each service date and event.

13.2 Schedule of Services

Dates and times of services will vary by event. Notice will be provided to the Contractor by the Department at least seven days prior to each event.

13.3 Department Special Events Include, but are not limited to:

a. ARTsea

- Event Dates: Two days in June
- Estimated Attendance: 8,000 per event date
- Shift: Twelve-hours, each day
- Personnel Needed:
 - o Ten guards
 - o One supervisor
- Total Hours: 240

b. Marina del Rey July 4th Fireworks Show

- Event Date: July 4
- Estimated Attendance: 5,000 to 8,000
- Shift: Eleven hours
- Personnel Needed:
 - o Twenty guards, from 12:00 p.m. to 11:00 p.m.
 - o One supervisor, from 12:00 p.m. to 11:00 p.m.
- Total Hours: 220

c. Marina del Rey Summer Concerts

- Event Dates: Up to ten concerts, on alternating Thursdays and Saturdays between the months of July and August.
- Estimated Attendance: 3,000 – 8,000 per event date
- Shift: Ten hours
- Personnel Needed:
 - o Up to twenty-five guards
 - o One supervisor
- Total Hours: 2,500

d. Marina Spooktacular

- Event Dates: Two days during last weekend of October
- Estimated Attendance: 3,500 per day
- Shift: Twelve hours
- Personnel Needed:
 - o Ten guards
 - o One supervisor
- Total Hours: 240

e. Snow Wonder

- Event Dates: One date in December
- Estimated Attendance: 8,000
- Shift: Eight hours

- Personnel Needed:
 - o Fifteen guards
 - o One supervisor
- Total Hours: 120

f. Marina del Rey New Year's Eve

- Event Dates: December 31 – January 1
- Estimated Attendance: 10,000
- Shift: Eight hours
- Personnel Needed:
 - o Thirty guards
 - o One supervisor
- Total Hours: 240

13.4 Unarmed Event Staff Guard Duties

During each event date and shift listed above in Section 13.3, all unarmed guards must have training in, adhere to, and provide all of the following:

1. Conduct a thorough security sweep, checking around the entire venue, including all equipment, structures, facilities, stage, decorations, etc. (as assigned) at the start and end of every shift;
2. Provide the required level of security before, during and after each special event;
3. Provide an “end-of-day” security check and closing report to the County Event Manager and/or appropriate County staff;
4. Properly secure private and/or secluded areas (as assigned) by interviewing and vetting any/all approaching individuals, ensuring only those with authorized security clearance are allowed access to the secured areas;
5. Observe and report any unsafe or suspicious activities, individuals and/or behaviors to the County’s Event Manager and/or other County staff;
6. Secure, monitor and control access to assigned areas, including, but not limited to: stage (front of house, backstage, and perimeter), offices, trailers, vehicles, facilities, parking lots, and gated areas, etc.;
7. Proactively and independently address and resolve potentially unsafe areas and/or situations;

8. Recommend ways to improve safety and minimize hazards;
9. Adhere to and apply Emergency Evacuation methods and drills;
10. Adhere to and apply an Active Shooter Plan (including Recognizing, Responding, Reporting, Fighting);
11. Adhere to and apply Safety and Security principles;
12. Adhere to and apply Lost and Found procedures;
13. Adhere to and apply Medical Triage principles;
14. Adhere to and apply essential and critical pre-event crowd control management strategies;
15. Adhere to venue rules and regulations (such as no smoking, etc.);
16. Dress in appropriate, identical, and clean/neat uniforms;
17. Refrain from taking any photos or videos of, and during, the event;
18. Refrain from taking breaks in the main venue areas, in plain sight of event attendees, while in security uniform;
19. Refrain from bringing into the venue any unauthorized or pre-approved security measures (such as weapons, firearms, guard dogs, etc.);
20. Provide courteous customer service and assistance to venue patrons and/or event attendees by communicating event and/or venue related information, such as parking lot rates and locations, venue layout, program start and start times, etc.
21. Communicate and enforce venue rules and regulations to the public (such as no smoking, no climbing trees, etc.);
22. Cooperate with County's event staff;
23. Communicate regularly with County Event Manager and staff, and/or on-site law enforcement regarding any and all information needed to provide the highest degree of public safety possible.
24. Perform any additional minor tasks that may occasionally be assigned by the County's staff in order to facilitate the smooth operation of the event, but which would not interfere with the assigned guards' primary duties (i.e. turning on/off generators, lights, unlocking rooms, etc.).

CONTRACT DISCREPANCY REPORT (CDR)

TO: _____

DATE ISSUED: _____

DATE DUE: _____

CONTRACT SERVICE: _____

CONTRACT NUMBER: _____

DISCREPANCY PROBLEMS:

CONTRACTOR RESPONSE:

CONTRACTOR ACKNOWLEDGEMENT:

Signature of Contractor Representative: _____ Date: _____

Signature of County Contract Administrator/Monitor: _____ Date: _____

For County Use Only

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Satisfactory: Yes No Follow-Up Needed: Yes No Action Completed: Yes No

COUNTY ACTIONS:

Signature of County Contract Administrator/Monitor

Date

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: SUB-PARAGRAPH 5.9 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements	Review of Records	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.24 – <i>INSURANCE COVERAGE</i>	Contractor shall maintain required liability amounts and coverages	Review of Insurance Certificates	\$500 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-8, Contractor's EEO Certification	Inspection of Files	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work	Observation	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 9.1 – <i>COMPLIANCE WITH LIVING WAGE PROGRAM</i>	Contractor shall comply and adhere to all requirements of the Living Wage Program	Review of Records	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 9.1.3 – <i>CONTRACTOR'S SUBMITTAL OF CERTIFIED MONITORING REPORTS</i>	Contractor shall provide all required Living Wage reports on a monthly basis	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall comply with its quality control plan	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to an issued Contract Discrepancy Report (CDR) within three workdays	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall submit a plan for correction to an issued CDR within five workdays	Observation & Documentation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.1. – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall ensure all posts are filled according to Contractor's submitted staffing plan	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall immediately notify CA of any guard absences	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2. – <i>RESPONSIBILITIES – CONTRACTOR'S REPRESENTATIVE</i>	Contractor's Representative shall be available to the County Contract Administrator by reasonable telephone notice each business day	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.4 – <i>RESPONSIBILITIES</i>	Contractor shall provide a supervisor during the performance of the Contract	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.6 – <i>RESPONSIBILITIES</i>	Contractor shall return calls or emails to the Department no later than the next business day	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.7 – <i>RESPONSIBILITIES</i>	Contractor shall provide its employees annual notification of Living Wage Program	Inspection of Files	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.8 – <i>RESPONSIBILITIES</i>	Contractor's employees shall comply with all responsibilities listed in Section 5.8 of the Statement of Work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.1 – <i>RESPONSIBILITIES</i>	Contractor shall maintain all required licenses during the Contract term	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.2 – <i>RESPONSIBILITIES</i>	Contractor shall ensure that security guards maintain all required training and certification during the Contract term	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.1 – <i>RESPONSIBILITIES</i>	Contractor shall provide to Department completion of training, licenses and certifications of security guards prior to performing Contract work	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.2 – <i>RESPONSIBILITIES</i>	Contractor shall maintain records of employees assigned to perform contract work	Review of Records	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 6.0 – <i>CONTRACTOR TRAINING REQUIREMENTS</i>	Contractor shall ensure security guards successfully complete a basic training course prior to commencing patrol duties	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 7.0 – <i>UNSCHEDULED WORK</i>	Contractor shall provide armed security guard services for special events and emergencies as requested by Director	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.0 – <i>FACILITIES AND EQUIPMENT FURNISHED BY COUNTY-ARMED GUARDS</i>	Contractor shall be responsible for repairs or replacement of lost, stolen or damaged County equipment	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.3 – <i>EQUIPMENT FURNISHED BY CONTRACTOR– ARMED GUARDS</i>	Contractor shall furnish all security guards' work uniforms which shall be neat, clean and worn while performing the Contract work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.4 – <i>EQUIPMENT FURNISHED BY CONTRACTOR– ARMED GUARDS</i>	Security guards shall be equipped with all required equipment listed in Section 9.4	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.5 – <i>EQUIPMENT FURNISHED BY CONTRACTOR– ARMED GUARDS</i>	Security guards shall wear visible photo identification at all times while performing Contract work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.6 – <i>EQUIPMENT FURNISHED BY CONTRACTOR– ARMED GUARDS</i>	Contractor shall provide required patrol vehicles with current DMV registration	Observation	\$200 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.7 – <i>EQUIPMENT FURNISHED BY CONTRACTOR– ARMED GUARDS</i>	Contractor shall provide two (2) two-way communication devices	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.1 – <i>EQUIPMENT FURNISHED BY CONTRACTOR – EVENT STAFF GUARDS</i>	Contractor shall furnish all security guards with clean and neat uniforms for each Special Event services are provided	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.2 – <i>EQUIPMENT FURNISHED BY CONTRACTOR – EVENT STAFF GUARDS</i>	Contractor shall provide all required equipment as listed in Section 10.2	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 11.3 – <i>LOGS AND REPORTS –ARMED GUARDS</i>	Contractor shall maintain a daily patrol log to be completed by the end of each shift and accessible to County staff	Review of Records	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.5 – <i>LOGS AND REPORTS –ARMED GUARDS</i>	Contractor shall prepare written incident reports as necessary by the end of the shift in which an incident is first observed	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.7 – <i>LOGS AND REPORTS –ARMED GUARDS</i>	Contractor shall maintain a log of all complaints received with a copy of the complaint and resolution forwarded to the CA within five (5) working days of receipt of the complaint	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.1.1 – <i>SCOPE OF WORK-ARMED GUARDS</i>	Contractor shall ensure all service areas identified are patrolled	Observation & Documentation	\$250 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 12.1.1 – <i>SCOPE OF WORK-ARMED GUARDS</i>	Security guards shall be staffed at designated posts and times	Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 12.1.2 – <i>SCOPE OF WORK-ARMED GUARDS</i>	Security guards shall comply with all tasks in Section 12.1.2	Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 12.3. – <i>SCOPE OF WORK-ARMED GUARDS</i>	Contractor shall ensure security guards perform all duties as described for all areas listed	Observation & Documentation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.3 – <i>SCOPE OF WORK – EVENT STAFF GUARDS</i>	Security guards shall be staffed at designated posts and times	Observation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.3 – <i>SCOPE OF WORK – EVENT STAFF GUARDS</i>	Contractor shall provide unarmed event staff guards for events listed in Section 13.3	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.4 – <i>SCOPE OF WORK – EVENT STAFF GUARDS</i>	Contractor shall ensure all guards comply with all duties listed in Section 13.4	Observation	\$100 per occurrence

APPENDIX C
REQUIRED FORMS
P-1 – P-25

**DEPARTMENT OF BEACHES AND HARBORS
ARMED AND UNARMED SECURITY GUARD SERVICES**

**APPENDIX C
REQUIRED FORMS**

Form

- P-1: Offer to Perform
- P-2: Proposer's Organization Questionnaire/Affidavit and CBE Information
- P-3: Prospective Contractor List of Contracts
- P-4: Prospective Contractor List of Terminated Contracts
- P-5: Staffing and Work Plan
- P-6: Proposer's Qualifications (Business, References, and Financial Summary)
- P-7: Quality Control Plan
- P-8: Proposer's EEO Certification
- P-9: Contractor Employee Jury Service Program Certification Form and Application for Exception
- P-10: Certification of No Conflict of Interest
- P-11: Attestation of Willingness to Consider GAIN/GROW Participants
- P-12: Familiarity with the County Lobbyist Ordinance Certification
- P-13: Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- P-14: Request for Preference Program Consideration
- P-15: Contractor's Administration
- P-16: Certification of Compliance with County's Defaulted Property Tax Reduction Program
- P-17: Proposer's Green Initiatives
- P-18: Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking Certification
- P-19: Compliance with Fair Chance Employment Hiring Practices Certification
- P-20: RFP Exception Form
- P-21: Living Wage Contractor Non-Responsibility Debarment – Acknowledgement and Statement of Compliance
- P-22: Living Wage Labor/Payroll/Debarment History – Acknowledgement and Statement of Compliance

**DEPARTMENT OF BEACHES AND HARBORS
ARMED AND UNARMED SECURITY GUARD SERVICES**

**APPENDIX C
REQUIRED FORMS**

Form

P-23: Living Wage Application for Exemption

P-24: Living Wage Model Staffing Plan

P-25: Proposer's Approach to Record Keeping and Regulatory Compliance
Contract Signature Page (Return two copies)

**REQUEST FOR PROPOSALS FOR ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES
OFFER TO PERFORM AND PRICE PROPOSAL**

Proposer: Name: _____
Address: _____

Phone: _____ Fax: _____

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

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

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

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

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

State of organization: _____ Principal place of business: _____

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

Name _____ Address _____ Phone _____

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

Name	Title	Phone	Name	Title	Phone
------	-------	-------	------	-------	-------

Dated: _____ Proposer's signature: _____

Name	Title	Phone
------	-------	-------

PRICE PROPOSAL

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

The first six columns (relating to "Standard Staffing Hours") should reflect the annual staffing hours required by the Contract as detailed in the Statement of Work and the hours of service rendered by Other Personnel such as Supervisors and the Contractor Representative.

- All quoted numbers will be used by the County to assist in evaluation of the adequacy of the Proposer's Staffing/Work Plan (Forms P-5/P-24). The cost for providing these hours should be factored into the contractor's overhead costs.
- The Armed Security Officer staffing hours indicated in the Statement of Work, 12.1 are: (ALL SHIFTS ARE SEVEN DAYS PER WEEK.)
Area 1, Two Security Guards - 8p.m. - 6a.m. (10 Hours); Area 1.1, Two Security Guards: Guard One – 7:30p.m. - 6a.m. (10.5 hours) & Guard Two – 10p.m.-8:30a.m. (10.5 hours); RV Park is closed most of the month of January; Standard staffing hours will not exceed five days;
Area 2, One Security Guard - 8p.m. - 6a.m. (10 Hours);
Area 3, Two Security Guards: Guard One - 7:30p.m. - 6:30a.m. (11 Hours) & Guard Two - 10p.m. - 6a.m. (8 Hours); and
Area 4, One Security Guard, April 1st through October 31st, 8p.m.-1a.m. (5 Hours) & November 1st through March 31st, 6p.m. – 11p.m. (5 hours).
 "Special Events" hours: Armed Security Officer Hours are indicated in Appendix B, 12.5. Unarmed Event Staff Guard and supervisor staffing hours are indicated in Appendix B, 13.3.
- The "Hourly Wage" column should reflect actual hourly wages paid, which County will use to determine Proposer's compliance with County's Living Wage Program (Appendix J).
- The ("Contractor's Annual Cost") column should accurately reflect all cost items, as well as profit, that are included in the Annual County Cost.
- The "Proposed Price per Hour" column will be used to pay for actual scheduled hours worked, as well as for any additional hours in the instance when unscheduled or emergency work has been authorized by the Director. The "Proposed Price per Hour" should reflect the hourly wages for Armed and Event Staff Guards and Supervisors inclusive of all contractor ongoing and one-time costs including salaries, wages, benefits, supplies, equipment and other direct costs, as well as proportional amounts of overhead, profit and support staff costs.
- The "Total Annual County Cost" column will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the armed and event security services as detailed in the Statement of Work. In addition, it must equal the "Standard Staffing Hours - Annual Total" (sixth column) for Armed Security Officers multiplied by the "Proposed Price per Hour" column for that category of employees.

STANDARD STAFFING HOURS										
	Area 1&1.1 - Dockweiler	Area 2 - Dockweiler Youth Center	Area 3 - Marina del Rey	Area 4 - White Point/ Royal Palms	Special Events	ANNUAL TOTAL	HOURLY WAGE (1)	CONTRACTOR'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL COUNTY COST
ARMED SECURITY OFFICER HOURS	14,419	3,650	6,935	1,825	2,598	29,427	\$	\$	\$	\$
ARMED SECURITY FIELD SUPERVISOR HOURS							\$	\$		
EVENT STAFF GUARD HOURS					3,560	3,560	\$	\$	\$	\$
EVENT STAFF FIELD SUPERVISOR HOURS					175	175	\$	\$	\$	\$
CONTRACTOR REPRESENTATIVE							\$	\$		
EMPLOYEE BENEFITS								\$		
SUPPLIES								\$		
OTHER EXPENSES & OVERHEAD								\$		
PROFIT								\$		
TOTAL (ANNUAL COST TO COUNTY)								\$		\$

(1) Hourly wages for Armed Security Officers must comply with the current Living Wage rate and the Total Annual Cost to the County should account for possible future Living Wage rate increases. Proposer understands and acknowledges that the Living Wage hourly wage rate will adjust annually every January 1 based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1; and thus, Proposer must ensure that it is paying its employees the adjusted Living Wage rate of each year of the contract term and any optional contract term, if exercised.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

1. Is your firm a corporation or limited liability company (LLC)? Yes No

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

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

3. Is your firm doing business under one or more DBA's? Yes No

If yes, complete:

Name	County of Registration	Year became DBA
------	------------------------	-----------------

_____	_____	_____
-------	-------	-------

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

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? Yes No

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes No If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes** **No** Proposer's firm must have a minimum of five years' experience providing armed and unarmed event staff security services equivalent or similar to the size and scope of the services being requested;
- Yes** **No** Proposer's firm must be licensed as a Private Patrol Operator in good standing with the State of California; a copy of the license must be submitted with the proposal;
- Yes** **No** Proposer's Contract Representative must have a minimum of three years' experience providing management in armed security guard services;
- Yes** **No** For armed security guard services, Proposer shall provide for a Field Supervisor on its submitted Staffing Plan;
- Yes** **No** For event staff security guard services, Proposer's firm must demonstrate their ability to provide crowd control security guard services by submitting with the proposal:
 - Five separate large-scale indoor and/or outdoor events with a minimum capacity of at least 10,000 attendees;
- Yes** **No** Proposer must have attended the Mandatory Proposers' Skype Teleconference;
- Yes** **No** Proposers must complete and return all required Forms P-1 through P-26.
- Yes** **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. 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						

II. 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	%	%	%	%	%	%

III. 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	Disadvantaged	Disabled Veteran	Other

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

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

PENDING LITIGATION AND JUDGMENTS

JUDGMENTS WITHIN THE LAST FIVE YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE
PENDING LITIGATION			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE/ CURRENT STATUS

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

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

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

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

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

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

STAFFING AND WORK PLAN

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

Position	Name	Experience	Responsibility
Contractor's Representative			
Supervisor			
Security Guard			
Security Guard			
Security Guard			

1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION _____

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

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

TITLE	NUMBER	RESPONSIBILITIES

Attach additional pages if necessary

2. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (Form P-5) includes any part-time employees, attach a detailed justification why it was necessary to do so. Failure to use full-time workers will result in disqualification.

3. ADDITIONAL STAFFING INFORMATION (Attach additional pages if necessary):

4. APPROACH TO CONTRACT REQUIREMENTS:

Please provide a narrative describing your approach to the duties and tasks as outlined in Appendix B, Statement of Work, including, but not limited to:

- How the experience of Proposer's staff is related to the services in Appendix B, Statement of Work, specifically:
 - Experience of Proposer's Contract Representative, including their level of experience managing staff and providing armed and event staff security guard services as defined in Section 3.0, RFP and Section 5.3, Appendix B, Statement of Work.
 - Experience of Proposer's supervisor(s), including their professional training and specific experience related to supervising guards.

- How Proposer will implement its operational plan and ensure the following is provided:
 - scheduling of staff;
 - how the Field Supervisor will supervise each post;
 - how event staff guards will be deployed for special events;
 - ability of armed guards to protect property during special events;
 - how staff will communicate with supervisors while working;
 - how supervisors will ensure guards are at their assigned posts;
 - how posts will be covered during breaks;
 - proposer's efforts to provide an electronic monitoring system to monitor guards while on patrol;
 - how security guard absences will be handled;
 - how replacement guards are assigned when needed; and
 - how contractor will respond to request for additional staffing outside of the required staffing.

- How Proposer will ensure the responsibility of its personnel is in accordance with Section 5.8, Appendix B, Statement of Work;
- How Proposer will ensure unarmed event staff guards maintain the duties in accordance with Section 13.4, Appendix B, Statement of Work;
- How Proposer will ensure its security guards maintain the required licensing and certifications;

- How the Proposer will ensure the security guards complete the scope of work and tasks for armed guards as outlined in Section 12.0, Appendix B, Statement of Work;
- How the Proposer will ensure security guards complete scope of work and tasks for unarmed event staff guards as outlined in Section 13.0, Appendix B, Statement of Work;
- How will Proposer communicate with employees and schedule to cover urgent requests for unscheduled work, emergencies or special events? What will the average response time to emergency calls be?
- Describe Proposer's experience and ability to provide the following required equipment:
 - electronic guard monitoring system;
 - uniforms;
 - protective equipment;
 - identification;
 - patrol vehicles;
 - two-way communication devices.

5. PROPOSER'S EMPLOYEE TRAINING PROGRAM

Describe the Proposer's employee training program in accordance with the requirements of Section 6.0, Appendix B, Statement of Work, including, but not limited to:

- orientation;
- protective equipment training;
- specific safety training; and
- continuing training for employees.

6. ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):

Proposer's Qualifications (Business, References and Financial Summary)

The following must be included:

A. BACKGROUND. Provide a summary of relevant background experience to demonstrate that the Proposer meets the Minimum Mandatory Qualifications as stated in Paragraph 3.0. Provide a narrative of Proposer's experience in managing security services equivalent or similar to the size and scope of the RFP (including managing several posts in multiple locations in accordance with Section 12.1.1 of the Statement of Work).

B. EXPERIENCE. Crowd control services.

List five separate large-scale indoor and/or outdoor events with a minimum capacity of at least 10,000 attendees;

EVENT	VENUE SIZE (approximate sq. ft.)	NUMBER OF ATTENDEES

LICENSE.

Please list and attach a copy of Proposer's Private Patrol Operator License:

Licensee Name	License Number	License Status	Exp. Date
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-
- **LOCATION OF OFFICE OF OPERATION** _____
 - **NUMBER OF FULL-TIME EMPLOYEES EMPLOYED BY YOUR FIRM** _____
 - **INCLUDE AN ORGANIZATIONAL CHART OR DESCRIPTION OF THE ORGANIZATION OF YOUR FIRM:**
 - **EVIDENCE OF INSURABILITY:** Attach a letter of commitment, binder of certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of Appendix A, Sample Contract.
 - **FINANCIAL CAPABILITY.** Provide copies of the company's most current and prior two (2) fiscal years (for example 2018 and 2019) financial statements. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement.

C. PROPOSER'S REFERENCES

Provide a listing of all contracts performed within the last five years, including County and other governmental entities. Failure to document the years of experience as required in accordance with the Minimum Mandatory Requirements stated in RFP, Section 3.0, may be grounds for disqualification. County reserves the right to contact any reference of Proposer, listed or not listed.

Start of Contract	End of Contract	Name of Firm	Address of Firm	Contact Person	Contact's Phone No.	Contact's Email Address

Attach additional pages if needed.

Signature: _____

Title: _____

Date: _____

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible
Employee \$ _____ Family \$ _____

Coverage (√)

- _____ Hospital Care (In Patient _____ Out Patient _____)
- _____ X-Ray and Laboratory
- _____ Surgery
- _____ Office Visits
- _____ Pharmacy
- _____ Maternity
- _____ Mental Health/Chemical Dependency, In Patient
- _____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

QUALITY CONTROL PLAN

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

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
 - Post coverage of assigned security guards;
 - Reasonable conduct of employees;
 - Documentation of employee licenses, certifications and training files; and
 - Method for ensuring security guard tasks and duties are performed at an acceptable level.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

Signature

Date

Name and Title of Signer (Please Print)

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

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

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

Signature: _____ Date: _____

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

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

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

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

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

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

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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:

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

RFP EXCEPTION FORM

Proposer's Name _____
Address _____
Telephone _____ Fax _____
E-mail Address _____

- == I have reviewed both Appendix A, Sample Contract and Appendix B, Statement of Work in its entirety and have **NO** exceptions.

- == I have reviewed both Appendix A, Sample Contract and Appendix B, Statement of Work in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. For each exception, please provide an explanation of the reason for the exception. Please also provide a description of the impact, if any, to the Proposer's price. Attach additional pages as needed.

Print Name _____

Signature _____

Date _____



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS:

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

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

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

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

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

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

Additional pages are attached for a total of _____ pages.



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

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

Form with fields for: Company Name, Company Address, City, State, Zip Code, Telephone Number, Facsimile Number, Email Address, Awarding Department, Contract Term, Type of Service, Contract Dollar Amount, Contract Number (if any), and a Yes/No question regarding aggregate sum of less than \$25,000.

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

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

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

Form with fields for: PRINT NAME, TITLE, SIGNATURE, DATE

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

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance in accordance with RFP Section 7.8.3. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's employees report to work at the beginning of their shift? Is it at the work location or a central site with travel to worksite? If the latter is the firm's practice/process, when does the firm consider the employees shift to have started? Is it a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
 - d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting

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

documentation to validate that the breaks actually occurred? If so, who prepares reviews and approves such documentation?

2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
 - a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.
 - b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), How does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
 - d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another

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

work location to work 4 hours, where they are paid at a different rate than the County's Living wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

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

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

**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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

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>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2019)

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 whose wages 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 2019 are less than \$55,952 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2020.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

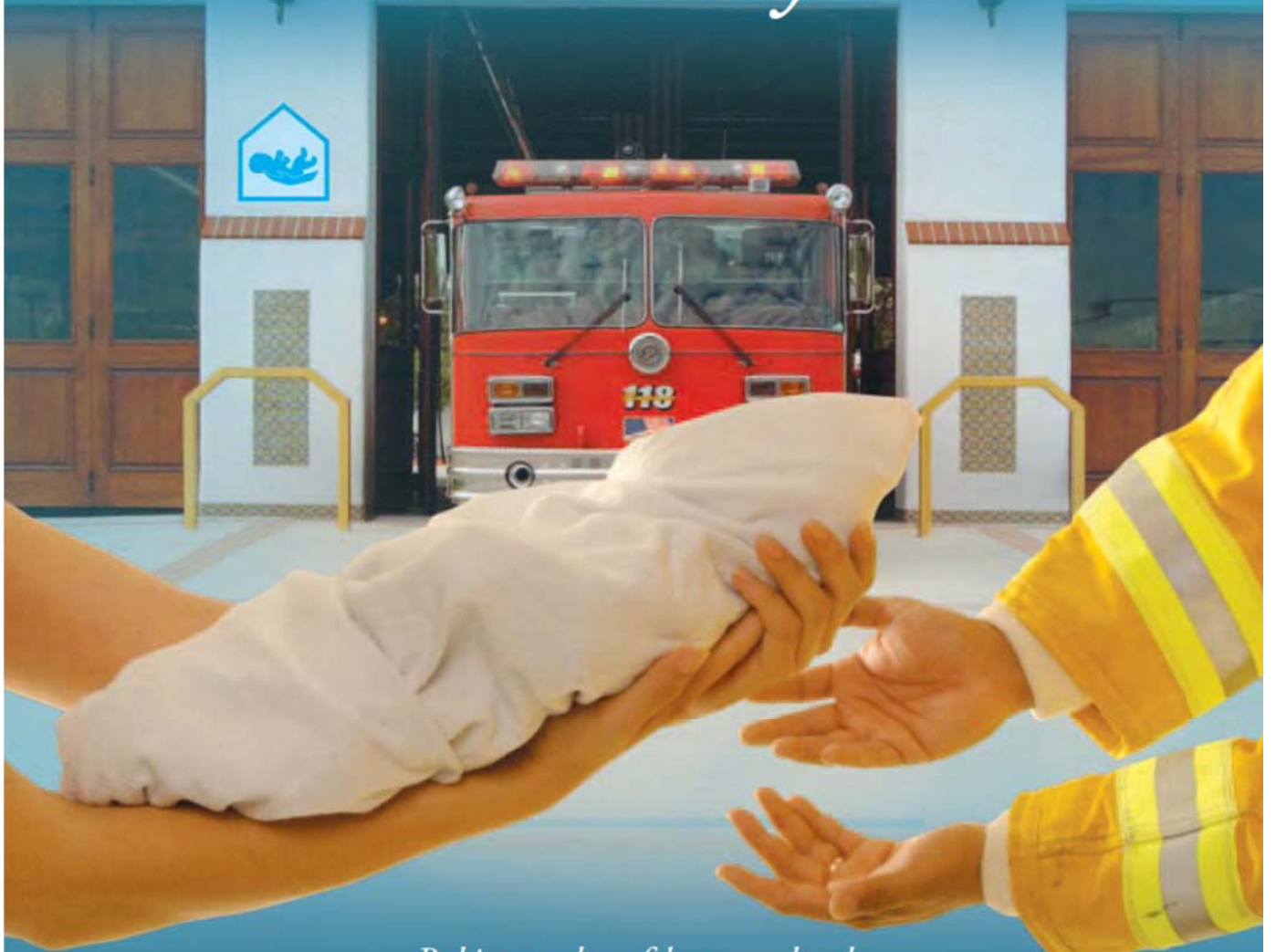
How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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.

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.

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

www.babysafela.org

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.



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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16a](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

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Chapter 2.201 LIVING WAGE PROGRAM

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

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2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.
- (Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

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

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.
(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

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

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

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

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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;

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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.

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Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 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.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

Assessment Criteria

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

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

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

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

EXHIBITS

Exhibit A: Service Area Maps

Exhibit B: Daily Patrol Log

Exhibit C: Dock Sheet

Exhibit D: Transient Dock Rules

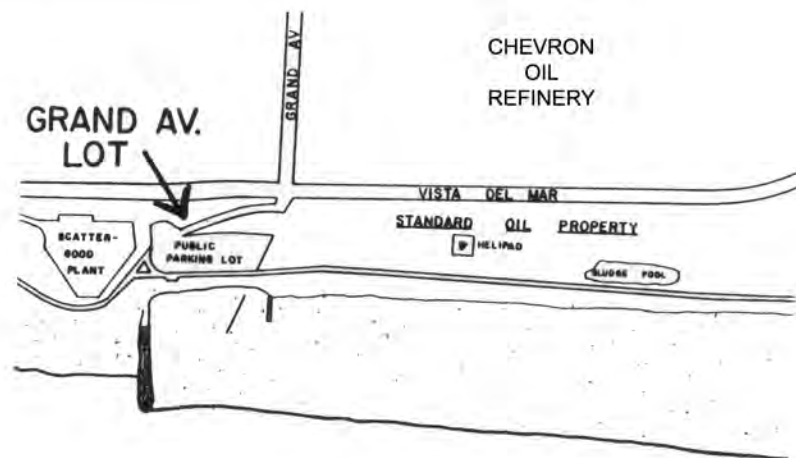
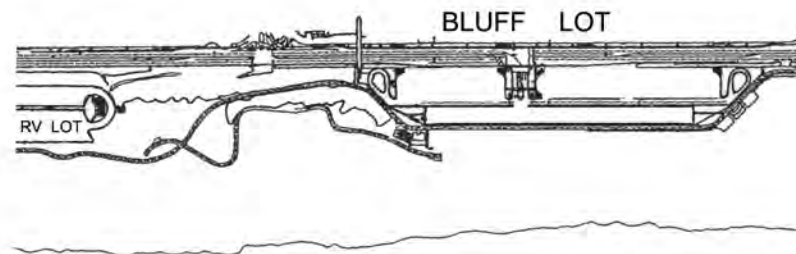
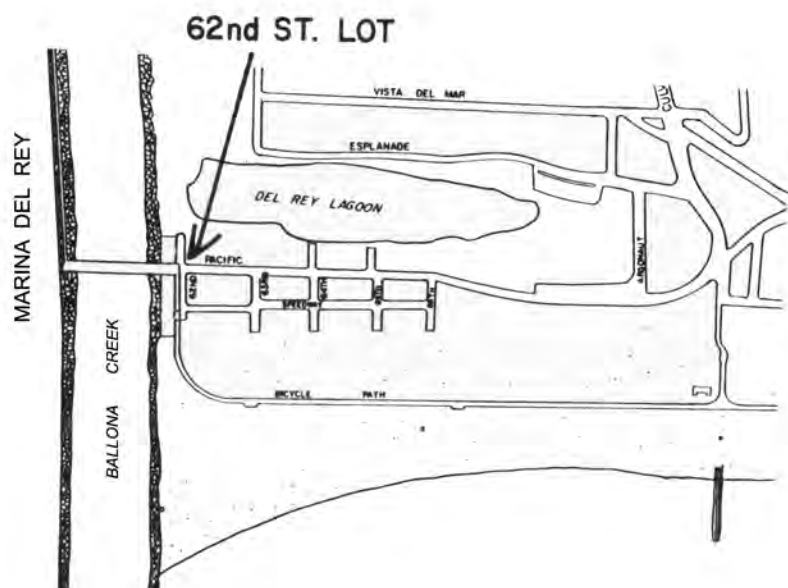
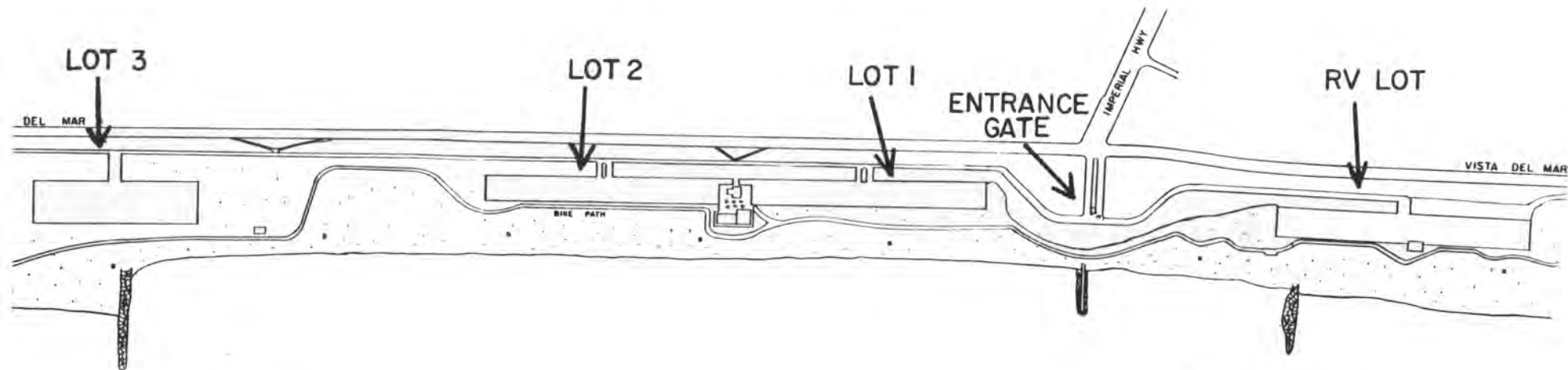
Exhibit E: Living Wage Notice to Employees

Exhibit F: Living Wage Notice - Poster

Exhibit G: Payroll Statement of Compliance

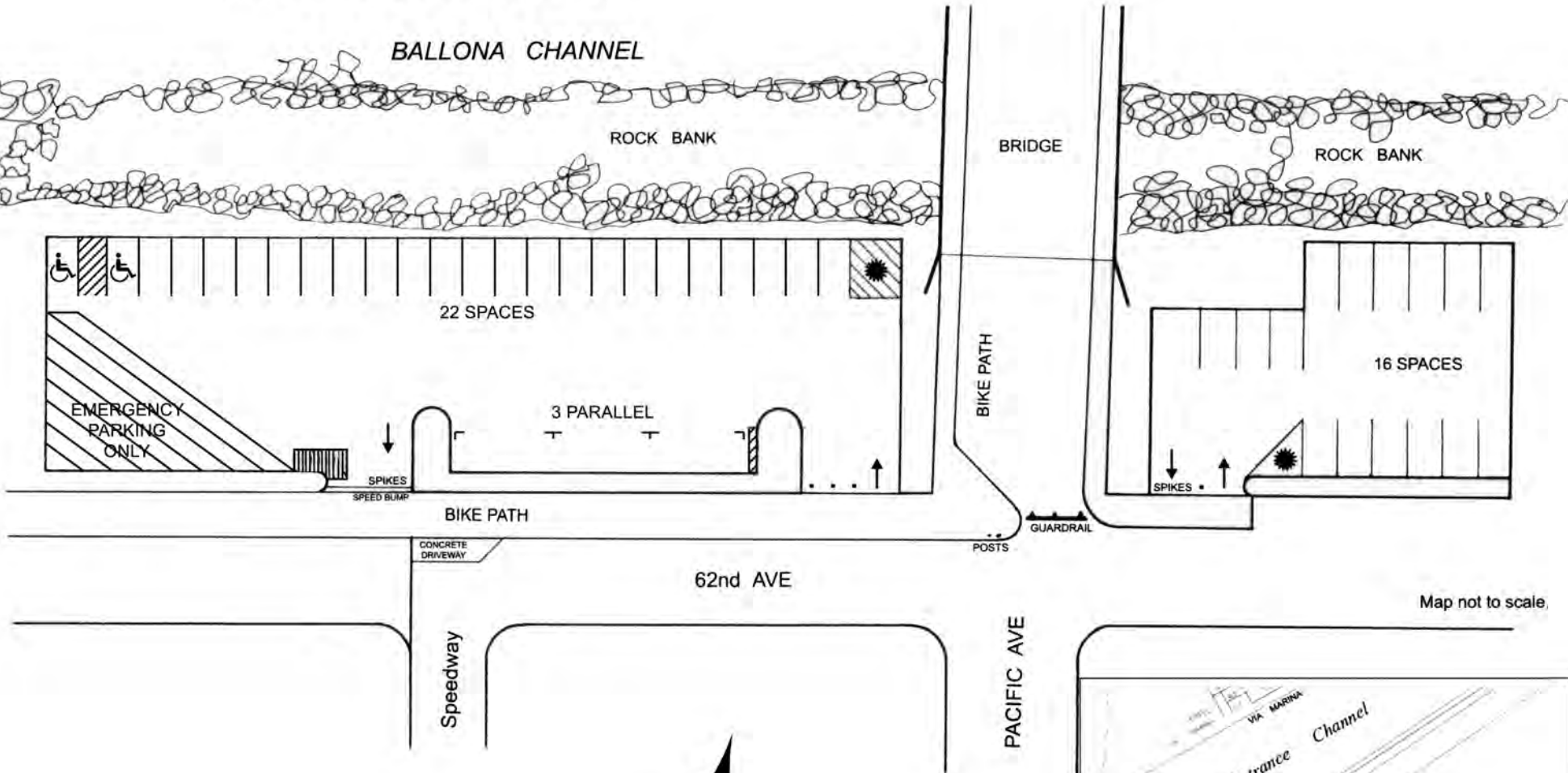
Exhibit H: County's Administration

Exhibit I: Post Orders



DOCKWEILER STATE BEACH PARKING LOT LOCATIONS

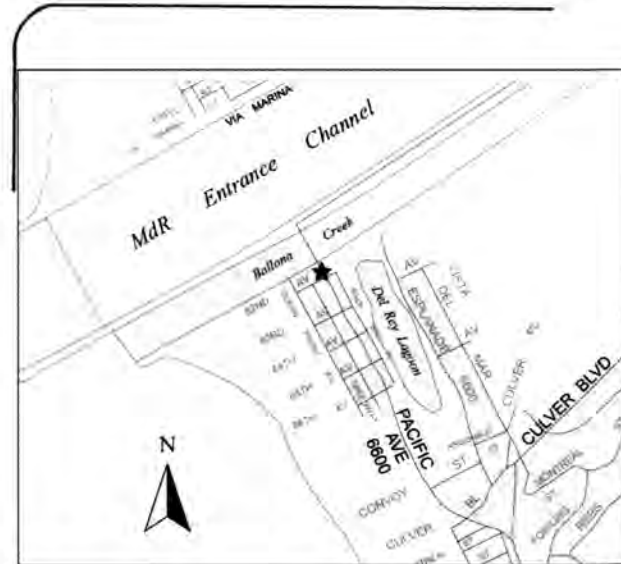
DOCKWEILER STATE BEACH 62nd AVE PARKING LOT



Map not to scale

☀ Pay and Display Machine

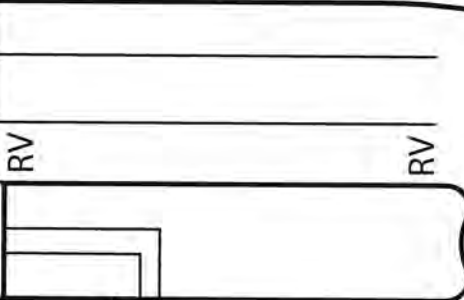
REGULAR SPACES	41
DISABLED	2
TOTAL	43



DOCKWEILER STATE BEACH ENTRANCE GATE AREA

STOP

STOP STOP



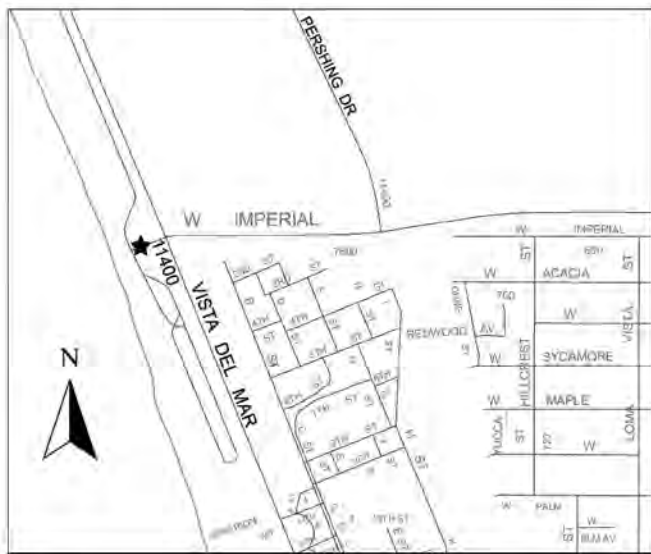
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STOP

VISTA DEL MAR

IMPERIAL
HWY

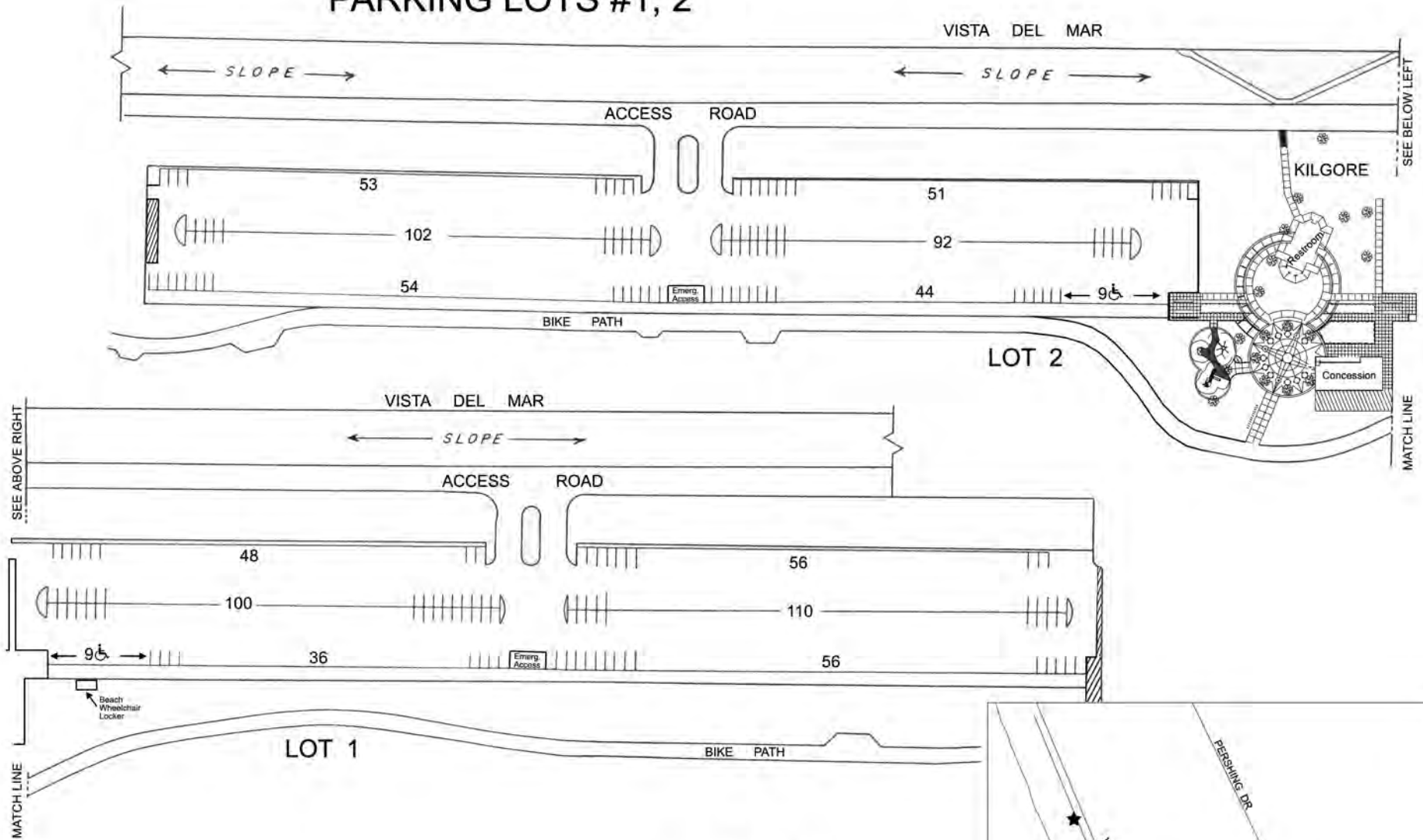
STOP



REGULAR SPACES	4
DISABLED	1
TOTAL	5

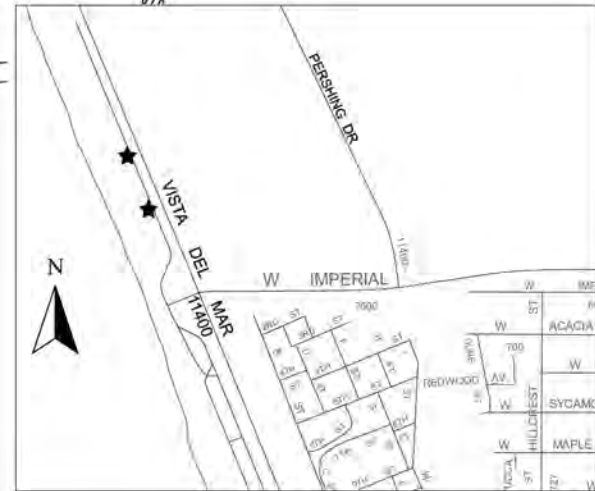
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L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 8 / 2008 by CLS

DOCKWEILER STATE BEACH PARKING LOTS #1, 2



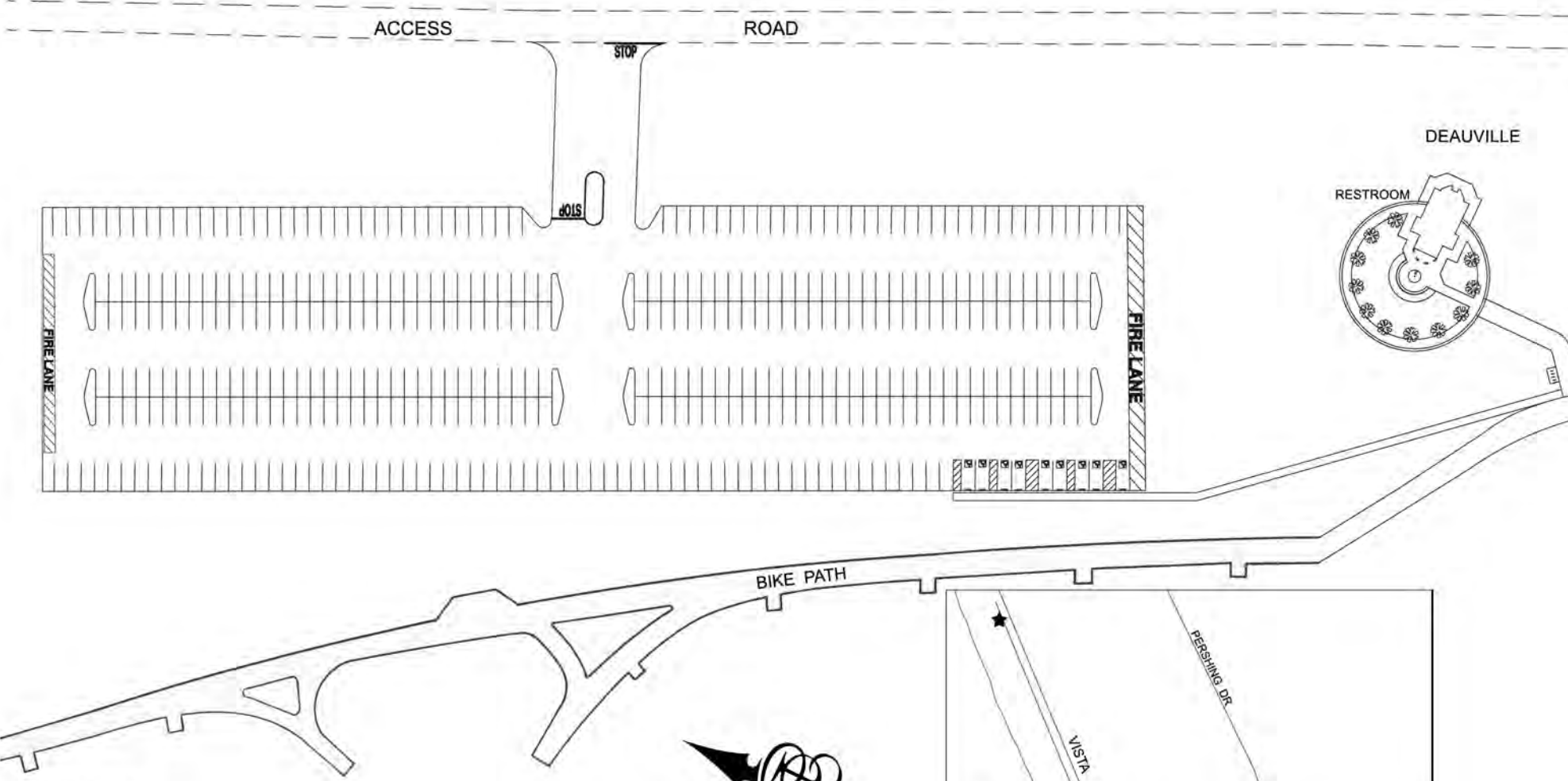
REGULAR SPACES	802
DISABLED	18
TOTAL	820

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 8 / 2008 by CLS
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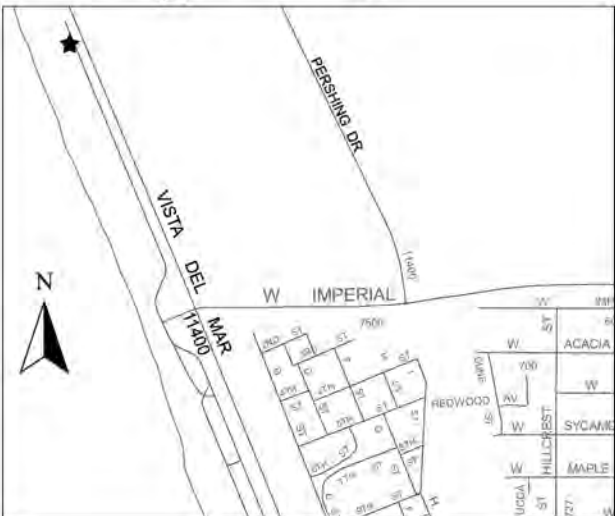
Map not to scale.

DOCKWEILER STATE BEACH PARKING LOT #3

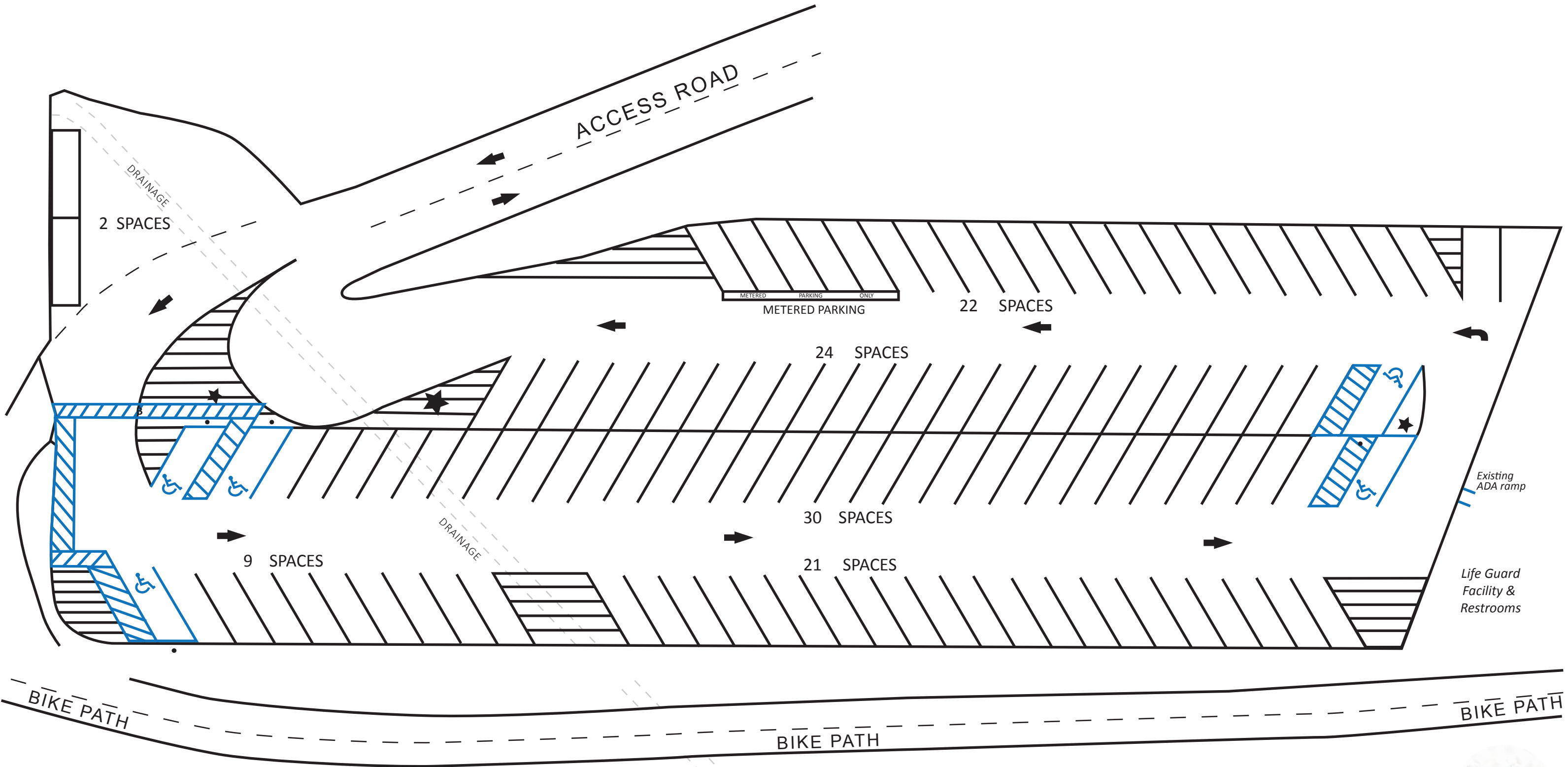


Map not to scale.

REGULAR SPACES	409
DISABLED	9
TOTAL	418



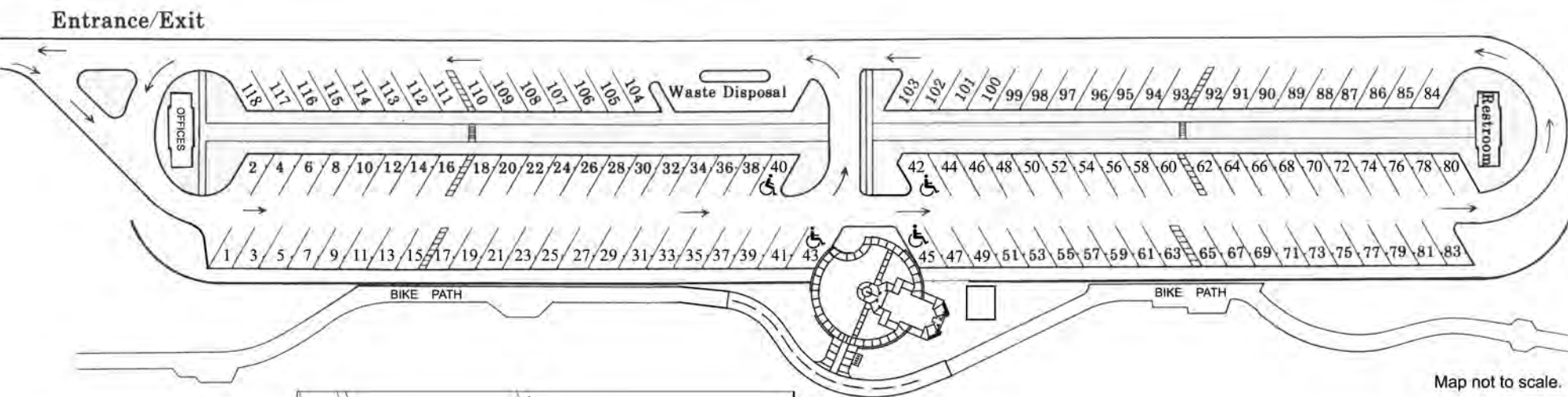
Dockweiler State Beach Grand Avenue Lot



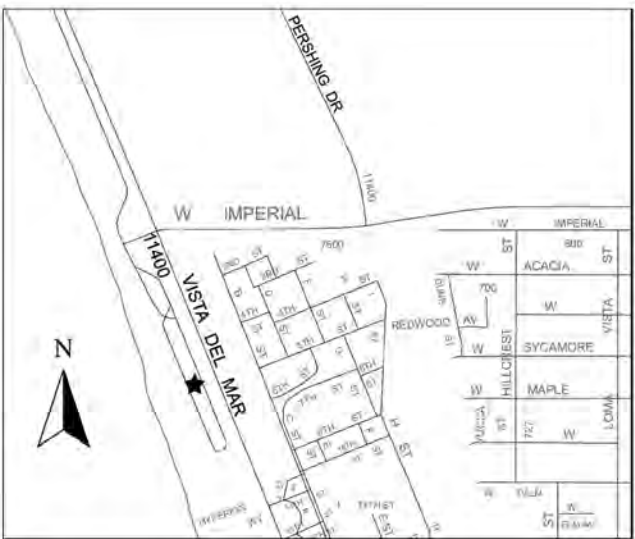
STANDARD SPACES	108
ACCESSIBLE SPACES	5
TOTAL	113

DOCKWEILER STATE BEACH RV CAMPGROUND / LOT

Vista del Mar



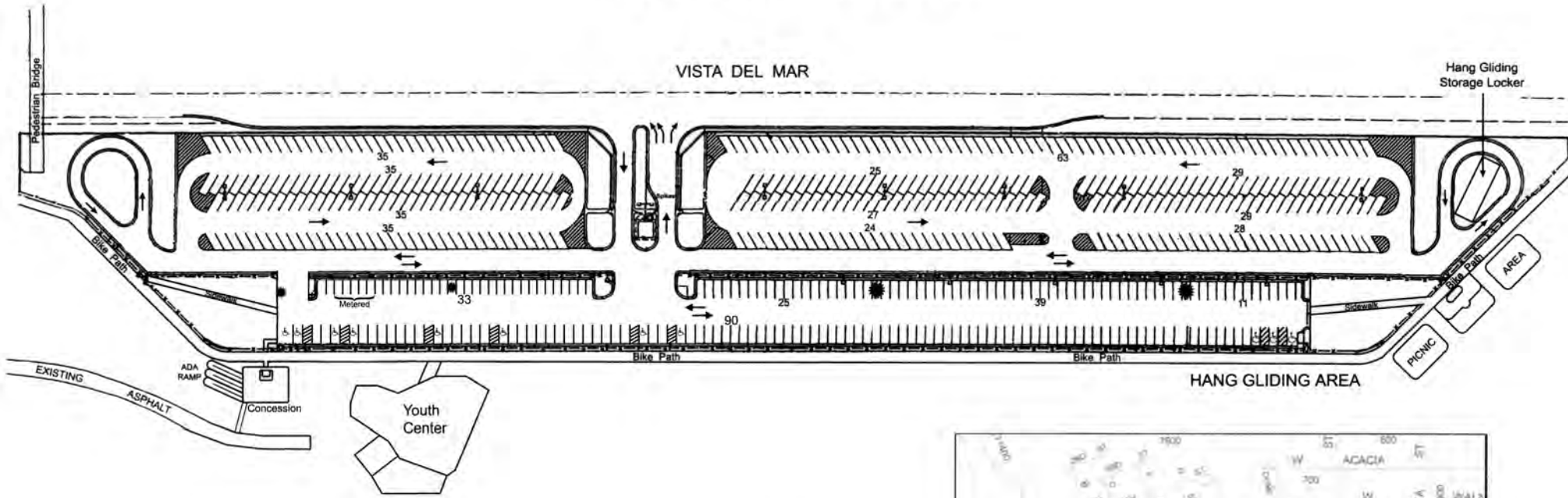
Map not to scale.



REGULAR SPACES	113
DISABLED	4
TOTAL	117

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L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS
Revised 5 / 2012 by CLS

DOCKWEILER STATE BEACH BLUFF PARKING LOT



☀ Pay and Display Machine

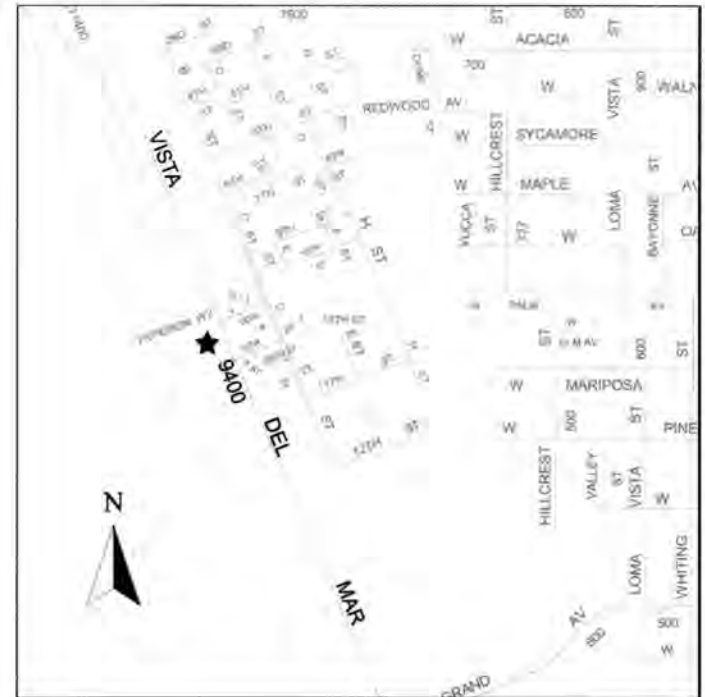
REGULAR SPACES	563
DISABLED	11
TOTAL	574

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2012 by CLS

Map not to scale.

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Anchorage 44 Docks

Fiscal Building & Parking Lot
13575 Mindanao Way

Anchorage 47 Docks

Restroom

Santa Monica Yacht Club and Restroom
13589 Mindanao Way

Burton Chace Park
Community Room

Restroom

Restroom

Picnic Shelters

Transient Docks

"Cove" Building & Parking Lot
13535 Mindanao Way

Parcel 77 Boat Storage, Restroom,
Racks, Dock, and Parking Lot
13560 Mindanao Way

Boathouse & Promenade
13640 Mindanao Way

Parcel 49S
Mast-up Storage
13477 Mindanao Way

Visitor Center
4701 Mindanao Way

MINDANAO

ADMIRALTY

FIJI

Marina del Rey DBH Facilities

 DBH Owned/Operated Facility

0 90 180 270 360 Feet





Via Dolce Maintenance Yard
4139 Dell Ave

STRONGS

DRIFTWOOD

CANAL

DOLCE

DELL

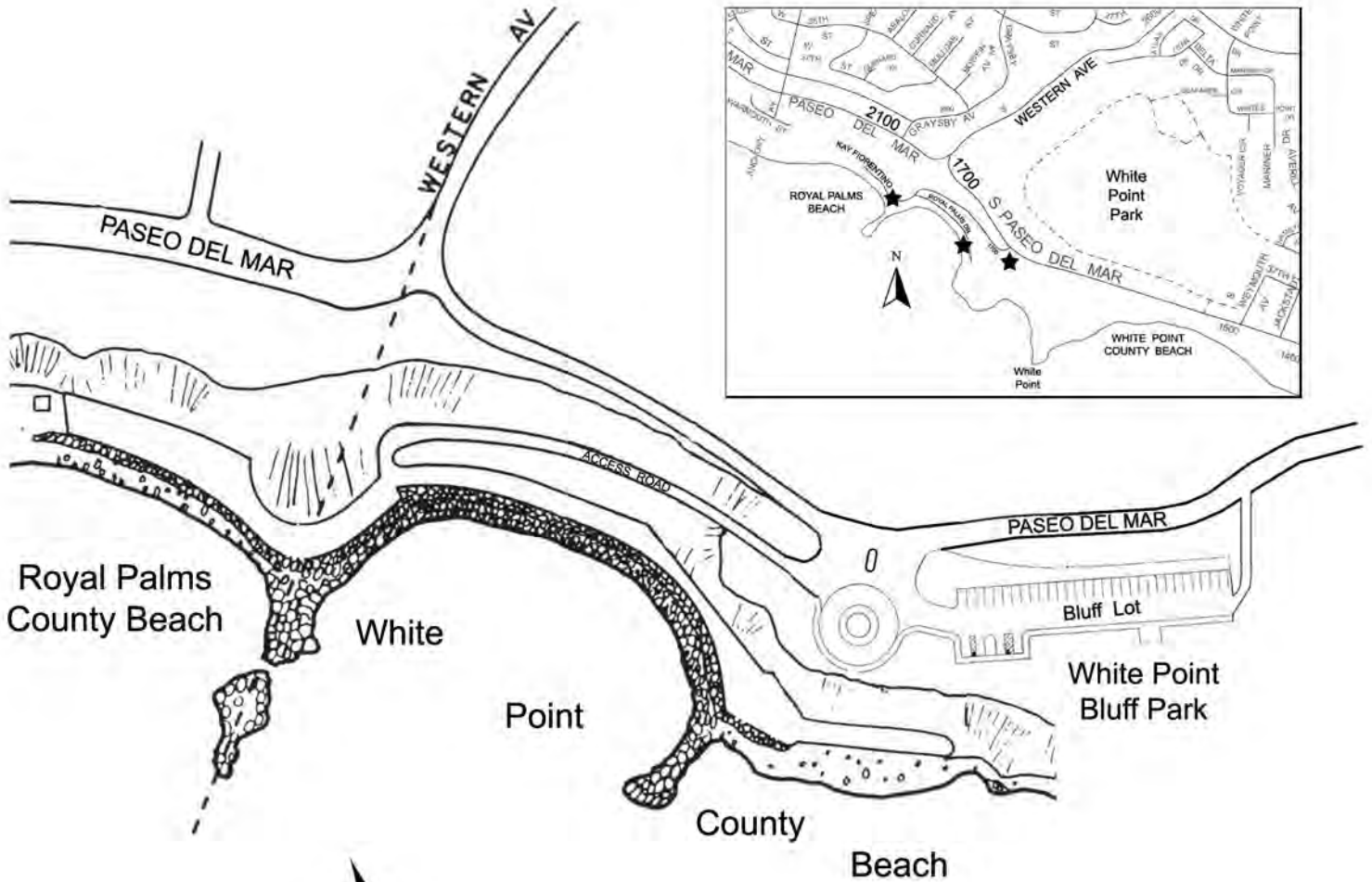
Marina del Rey DBH Facilities

 DBH Owned/Operated Facility

0 30 60 90 120 Feet



WHITE POINT / ROYAL PALMS





BURTON CHACE PARK
 13650 MINDANAO WAY MARINA DEL REY, CA 90292
 (424)-526-7910



TRANSIENT DOCK RULES

1. Vessel must be in the water at the docks prior to registration.
2. Slip fees must be paid in advance. Rate \$1.25 /ft. per-night; late check- out fee of \$10.00/hour will be applied after 12 noon. **After 8pm vessels will be documented by park security. It is the boat owner’s responsibility to pay slip fees the next day by 10am at the Burton Chace Park office.**
3. All vessels must be in a seaworthy condition and have current state registration papers or be documented through the Coast Guard and have valid Insurance. Unseaworthy and unregistered/undocumented vessels are prohibited at Transient Docks.
4. **Seven-night maximum stay within 30-days period per vessel and per owner or operator. Check out time is 12 noon of the last paid day.** Requests for an extension may be submitted at the Burton Chace Park office Monday through Thursday only. Requests on Thursdays must be submitted no later than 12 noon.
5. Upon request boater may be required to change slips under certain circumstances.
6. No repairs are allowed at the docks at any time. This includes, but is not limited to fitting out, overhauls, sanding, and painting.
7. Restroom and dock gates require a gate access code. **Boaters Restrooms are for registered Boaters only!** To obtain a code, please request one when registering. Please do not share the code with anyone.
8. **Parking: No overnight parking is allowed in the Chace Park parking lot.** Vehicles without trailers can park overnight in parking lot 77 on Mindanao Way just east of the park. Vehicles w/trailers may park in the public launch ramp parking lot off of Fiji Way for up to 48-hours, if more time is needed contact Parking Section at (310) 305-9534. Please be sure to pay applicable parking fees.
9. Slips may not be paid for and left unused.
10. Impounded boats may be retrieved from the Sheriff’s Harbor Patrol (310) 482-6000.
11. The “4- Hour dock” posted as “Park Dock” 4- hours maximum” is for casual visiting only. Time limit is 4-hours, within a 24-hour period.
12. **Vessels taking refuge during Small Craft Advisories (SCA) must secure at the “4-hour dock.” After SCA is down, boaters will have 4-hours to remove their vessels. Vessels already registered and/or using the Transient Docks during an SCA will be charged and are responsible for paying the prevailing dock fees.**
13. There is a 20- minute time restriction at the pump- out station area. Vessels using the “4-hour dock” must not obstruct access to the pump- out station.
14. Vessels which currently have a Marina Del Rey slip and are seeking space as a “casual visitor” must tie up at the “4-hour dock” and cannot tie up in the overnight portion of the Transient Docks without authorization from the park supervisor.
15. Vessels owned or operated by boaters who have defaulted on payment of Transient Dock fees and/or have continuously violated the Transient Dock rules are not permitted.
16. **Use of the Transient Docks is governed by regulations found in LACC §§ 19.12.1010, 19.12.1070 and 19.12.1080. As such, illegally moored vessels (and those staying beyond their allotted time limits and/or not paying the required fees) are subject to eviction by the County.**

Boater

Print Name _____ Signature _____ Date _____

Chace Park Staff

Print Name _____ Signature _____ Date _____



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

EXHIBIT E

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

THESE ARE YOUR RIGHTS. . .

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

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

Federal Earned Income Tax Credit

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

If you believe your rights have been violated, you should immediately contact the following:

Department Administering this Contract

County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



**CONDADO DE LOS ÁNGELES
ORDENANZA DEL SUELDO DIGNO**

AVISO PARA LOS EMPLEADOS

Este empleador es un contratista del Condado de los Ángeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance - LWO) establecido por la Junta de Supervisores (Capítulo 2.201 del Código del Condado de Los Ángeles). Si usted es empleado de tiempo completo o de tiempo parcial y desempeña cualquier servicio al Condado bajo este contrato, a usted se le debe de pagar un "Sueldo Digno" por las horas que usted trabaje en el contrato del Condado.

ESTOS SON SUS DERECHOS. . .

Sueldo Digno (Living Wage)

Su empleador deberá pagarle a usted un Sueldo Digno por los servicios brindados al Condado por lo menos las tarifas por hora y a partir de las siguientes fechas de vigencia:

Fecha de Vigencia	Tarifa por hora
1° de Marzo de 2016	\$13.25
1° de Enero de 2017	\$14.25
1° de Enero de 2018	\$15.00
1° de Enero de 2019	\$15.79
1° de Enero de 2020	\$16.31
1° de Enero de 2021	CPI

Con vigencia a partir del 1° de enero de 2020, la tarifa del Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI) del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer las infracciones al Programa de Sueldo Digno (Living Wage Program). Los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando al teléfono de servicio de Sueldo Digno.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento del contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos (IRS) llamando al (800) 829-3676.

Si usted cree que sus derechos han sido infringidos, debe comunicarse de inmediato a:

Departamento que administra este Contrato

Número telefónico del Departamento del Condado

O

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el Condado
Línea Telefónica del Servicio de Sueldo Digno (Living Wage Hotline)
(888) 550-WAGE O (888) 550-9243

NOTICE TO EMPLOYEES

Working on County Contracts



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

Living Wage

If you are a contract employee, you must be paid not less than the Living Wage rate as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Internal Services Department by calling the Living Wage Hotline.

Federal Earned Income Tax Credit

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

Worker Retention

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

Employees that qualify for Worker Retention rights are:

1. Employees who are full-time or part-time contract workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

(888) 550-WAGE

OR

(888) 550-9243

Or the awarding Department at



AVISO PARA EMPLEADOS

Trabajando en Contratos del Condado

La Junta de Supervisores estableció el Programa del Sueldo Digno (Capítulo 2.201 del Código del Condado de Los Ángeles). Usted puede tener derecho a recibir la tarifa de pago del Sueldo Digno.

Sueldo Digno

Si usted es empleado bajo contrato, a usted se le deben de pagar al menos las siguientes tarifas de Sueldo Digno:

Fecha de Vigencia	Tarifa por hora
1° de Marzo de 2016	\$13.25
1° de Enero de 2017	\$14.25
1° de Enero de 2018	\$15.00
1° de Enero de 2019	\$15.79
1° de Enero de 2020	\$16.31
1° de Enero de 2021	CPI

Vigencia a partir del 1° de enero de 2020, la tarifa de Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI0 del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer infracciones al Programa de Sueldo Digno (Living Wage Program). Todos los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando a la Línea Telefónica de Servicio de Sueldo Digno.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos al (800) 829-3676.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento de contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Los empleados que califican para los derechos de Retención de Trabajadores son:

1. Empleados que estén contratados por tiempo completo o por tiempo parcial.
2. Empleados que no estén exentos bajo las excepciones de salario mínimo y de horas de jornada máxima.
3. Empleados que hayan estado bajo contrato del empleador anterior durante los seis meses previos a la finalización del contrato de ese empleador.

Quejas de Incumplimiento

Se pueden dar a conocer las quejas por incumplimiento al Programa de Sueldo Digno llamando a la Línea Telefónica de Servicio de Sueldo Digno al:

(888) 550-WAGE

O

(888) 550-9243

O al Departamento otorgante al



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ Company or Subcontractor
 on the _____ Service, Building or Work Site that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____ all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ Company Name from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature: Date:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Carol Baker, Community and Marketing Services Division
Title: Division Chief
Address: 4701 Admiralty
Marina del Rey, CA 90292
Telephone: (424) 526-7871
Email Address: CBaker@bh.lacounty.gov

COUNTY'S CONTRACT ADMINISTRATOR

Name: Susana Espinosa, Community and Marketing Services Division
Title: Program Manager II
Address: 13640 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7891
Email Address: SEspinosa@bh.lacounty.gov

Name: Stephanie Yinger, Community and Marketing Services Division
Title: Recreation Services Manager
Address: 13640 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7901
Email Address: SYinger@bh.lacounty.gov

Post Orders For Dockweiler

1. Shift time is **8:00 p.m. till 6:00 a.m.** (Please arrive to post 10 minutes early)
2. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo (optional), White, Light Blue, Navy Blue or Black Uniform Shirt, Badge, Beaches and Harbors I.D. Badge, Well Fitting Navy Blue or Black Slacks, Belt, Black Shoes, and Sam/Sally Browne Gun Belt with Equipment.
3. Sign In using Timesheets **PROPERLY**. (Call Company Office for assistance if needed) proper sign in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location when clocking out and making necessary edits in the event a mistake is made.
4. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited. (Including prescribed meds that cause drowsiness.)**
5. Random Drug Screening is on-going. **(THIS IS YOUR WARNING)**
6. Report to shift with guard card and permits in your possession.
7. Do not hang out at the Main Gate before, during, and/or after your shift.
8. ABSOLUTELY NO FRIENDS can visit you and/or loiter around the guard shack or parking lots during business and/or after hours.
9. **Sleeping** on the job **will not be tolerated**. **(THIS IS YOUR WARNING)**
10. Pick up radio, electronic check-in device, and clipboard with D.A.R. from Dockweiler Main Gate.
 - Electronic check-ins should be completed every hour.
 - Checking the surrounding areas, the electronic check-point, ensuring the area is safe i.e., checking restrooms for trespassers and wanderers.
11. Locate and ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
12. One security guard shall always remain in the security booth at the Main Gate, maintain contact with the security guard on patrol by way of a two-way radio and perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone.
13. Dockweiler Patrol Guard security guard shall patrol the facilities by car as directed

by the County Contract Administrator and ensure the electronic checkpoints are engaged every 90 minutes;

14. Close the main entrance gate at 10:00 p.m.
15. Guard shall ensure the following parking lots are **locked** at 8:30 p.m.:
 - Grand Parking Lot,
 - Bluff Parking Lot and
 - 62nd Street Parking Lot. If these parking lots are not secured, guard shall lock them and report the date and time of locking in the Daily Report Log;
16. Guard shall ensure the following parking lots are **unlocked** between 5:30 a.m. and 6:00 a.m., daily:
 - Grand Parking Lot
 - Bluff Parking Lot, and
 - 62nd Street Parking Lot.
17. Clear the parking lots of all cars by 10:00 p.m. unless vehicle has a valid overnight pass.
18. Admit late-arriving campers to the RV Park after 8:00 p.m., if designated on the camping roster.
19. Maintain a log of nightly entries to the RV Park provided by the RV Park manager which shall include: RV patrons name, Space number assigned, Driver and vehicle license numbers, and Brief description of the vehicle.
20. Give the log of nightly entries to the RV Park manager for collection of fees from the appropriate camper.
21. Allow campers at the RV Park to exit and return at all times upon presentation of a pre-paid space rental ticket and proper I.D;
22. Refuse any camping fees tendered by campers at the RV Park and direct them to pay the park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.
23. Prohibit parking on the beach-side parking lots between 10:00 p.m. and 6:00 a.m. unless prior permission has been given by either the parking contractor the County Contract Administrator or RV Park staff via an overnight parking pass.
24. **In the event that a person is on property and refuses to leave, follow the steps below:**
 - Call for backup, maintain visual contact with trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
 - Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the **Post Commander**.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division is to be called.
 - Fill out incident report.
- If a lost child is encountered request female back-up.
 - Request LAPD Pacific Division if needed.
 - Fill out incident report.
- Responding as back up
 - Patrol officers are responsible for backing up other officers located at DYC, RV lot, and the guards in Del Ray if needed.
 - Patrol officers should respond **IMMEDIATELY**.

Guard Shack

25. Inspect the Guard Shack and equipment to ensure it is operational.
26. Inspect for cleanliness and perform upkeep required to maintain a safe and presentable work area. Keep the guard shack clean daily.
27. Account for all post keys.
28. Ensure all necessary post paperwork and forms are available.
29. No smoking allowed in guard shack.
30. Answer phone calls by stating your identity as "Security Officer (last name) speaking, how may I help you?" Always be polite and sound alert. Use your listening skills and be helpful.
31. If you are working at an access control post, any time someone approaches you, you should stand while speaking with them no sitting while communicating.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- For access control posts, remember that access control is the primary responsibility. Guards must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember access control is the primary responsibility.

- Call Post Commander to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols will stand by for special instructions.

Post Orders for RV Park

Upon arrival to RV Park. Guard must report to the RV Park Office. Check-in with Park Office staff for updates or any special circumstances or assignments for the night.

1. Shift times are **7:30 p.m. till 6:00 a.m. and 10:00 p.m. till 8:30 a.m.** (Please arrive to post 10 minutes early.)
2. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo (optional), White, Light Blue, Navy Blue or Black Uniform Shirt, Badge, Beaches and Harbors I.D. Badge, Well Fitting Navy Blue or Black Slacks, Belt, Black Shoes, and Sam/Sally Browne Gun Belt with Equipment.
3. Sign In using Timesheets **PROPERLY**. (Call Hamilton Office for assistance if needed) proper sign in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location when clocking out and making necessary edits in the event a mistake is made.
4. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited**. (Including prescribed meds that cause drowsiness)
5. Random Drug Screening is on-going. **(THIS IS YOUR WARNING)**
6. Report to shift with guard card and permits in your possession.
7. Do not hang out at the Main Gate before, during, and/or after your shift.
8. ABSOLUTELY no friends can visit you and/or loiter around the guard shack or parking lots during business and/or after hours.
9. **Sleeping on the job will not be tolerated! (THIS IS YOUR WARNING)**
10. Pick up radio, electronic check-in device, and clipboard with D.A.R. from Dockweiler Main Gate.
11. Obtain "**Master List**" of approved guests/patrons from RV Park office staff to ensure all persons on property are authorized to patronize the park. If not on "Master List" or if not an approved visitor, individuals must leave RV Park property.
12. Complete foot patrols of the entire park continuously every 30 minutes.

13. Complete a D.A.R. log on an hourly basis to include noting all findings and discrepancies (graffiti, vandalism, trespassers, open doors and incidents).
14. Interact with park guests/patrons and ensure they understand park rules and regulations to by introducing yourself as "Security Officer Last Name" for your safety and assistance is there anything I can help you with today?
15. **Notify guests/patrons to secure their valuables (i.e. bikes, and unlocked items) and equipment after hours and when unattended.**
16. Ensure there is no rowdiness, loud music, abusive language, drunkenness or possession of illegal drugs taking place.
17. Guests/Patrons are allowed up to 12 people per campsite.
18. Ensure campers do not occupy adjacent or empty sites that may be unoccupied.
19. Enforce that campers are not performing major repairs on vehicles in the RV Park including fluid changes, removing of large vehicle parts or washing/rinsing RV.
20. Ensure guests comply with quiet hours of 9:00 p.m. to 6:00 a.m.
21. Complete all electronic check-in patrols hourly ensuring that the surrounding area is clear and safe, which includes checking restrooms for trespassers and wanderers.
22. Enter the restrooms during each patrol to ensure no malicious activity is taking place.
23. Check the laundry facility for unauthorized access. Request campsite number of individuals using the facilities.
24. **In the event an unauthorized person refuses to leave** (after many attempts):
 - Call for backup, maintain visual contact with trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
 - Remove yourself from any harm (maintaining distance) and wait for law enforcement to arrive.
 - Fill out an incident report and notify the Post Commander.
25. Ensure that all guests/patron vehicle parking passes are appropriately visible on dashboard or windshield and are valid to the proper date.
26. Ensure all guests/patron vehicles are parked inside the campsite within the white line and in appropriate numbered spot. **This is to ensure the driveway is clear for vehicles to safely drive through.** If guest/patron is only dropping off items, allow only 15 minutes.

27. Ensure vehicles drive at the posted 5 mph speed limit, and do so safely as to not pose a threat to pedestrians and campsite property.
28. Ensure visitors of paid patron's park in the beach Parking Lot #1 (north of Main Gate). Even vehicles with **white** "Overnight Guests" parking permits must park in Parking Lot #1.
29. Report all incidents on security notes for RV Park office staff to receive in morning.

Medical Emergencies

1. Ensure the medical emergency is not a diversionary tactic.
2. Immediately call 911 and request medical assistance if needed.
3. Administer first aid whenever possible. Use latex gloves if available.
4. Keep people away from the victim.
5. Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

End of Shift

1. You should not load or unload your firearm any time during shift.
2. Leave Firearm holster unless needed for life threatening situation. **(No shooting of firearm unless in life threatening situation).**
3. Guard must remain on duty and in uniform with complete gear until 6:00 a.m.; although you may report to main gate at 5:55 a.m. to turn in equipment, completed D.A.R, and electronic check-in device.
4. Incident reports must be filled out when required. (Do not use the D.A.R. as DAR's are mandatory).

Post Orders For The Youth Center

Upon arrival to DYC, guard must report to the Youth Center Office, check-in with office staff for updates or any special circumstances or assignments for the night. Guard must also escort office staff to vehicle.

1. Shift time is **8:00 p.m. till 6:00 a.m.** (Please arrive to post 10 minutes early)
2. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo (optional), White, Light Blue, Navy Blue or Black Uniform Shirt, Badge, Beaches and Harbors I.D. Badge, Well Fitting Navy Blue or Black Slacks, Belt, Black Shoes, and Sam/Sally Browne Gun Belt with Equipment.
3. Sign In using Timesheets **PROPERLY**. (Call Hamilton Office for assistance if needed) proper sign in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location when clocking out and making necessary edits in the event a mistake is made.
4. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited. (Including prescribed meds that cause drowsiness)**
5. Random Drug Screening is on-going. **(THIS IS YOUR WARNING)**
6. Report to shift with guard card and permits in your possession.
7. Do not hang out at the Main Gate before, during, and/or after your shift.
8. **ABSOLUTELY no friends** can visit you and/or loiter around the guard shack or parking lots during business and/or after hours.
9. **Sleeping** on the job **will not be tolerated. (THIS IS YOUR WARNING)**
10. Pick up radio, electronic check-in device, and clipboard with D.A.R. from Dockweiler Main Gate.
 - Electronic check-in device should be completed every hour.
 - Checking the surrounding areas the electronic checkpoint, ensuring the area is safe i.e., checking restrooms for trespassers and wanderers.

11. Ensure the Dockweiler Youth Center and adjacent concession stand are monitored every 60 minutes.
12. Clear out parking lot after 10:00 p.m.
13. Ensure Dockweiler Patrol guard locks front swinging gates at 10:00 p.m. and unlock gates at 5:30 a.m.
14. Patrol South of the DYC to the hang-gliding storage container (container itself is not the responsibility of the County) to North of the Dockweiler Youth Center where the RV Park ends via the bike path.
15. Check Youth Center sign-in clipboard for special post orders.
16. Ensure that all perimeter doors of the Dockweiler Youth Center and concession stand are closed and locked. **Pull on doors and inspect windows.**
17. Ensure all electronic checkpoint locations are engaged.
18. Ensure that no one is sleeping in any area around the building.
19. Ensure there are no tents on the sand overnight.
20. Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.; Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.
21. Ensure that no one vandalizes County property and Document any County employee entering the building after closing hours. **Verify identification, write down the person's name, title and time of entrance to the facility.**
22. **In the event that a person is on property and refuses to leave** (after several attempts):
 - Call for backup, maintain visual contact with trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
 - Remove yourself from any potential harm (maintaining distance) and Wait for law enforcement to arrive
 - Fill out an incident report and notify the Post Commander.

Requesting Back-Up

23. If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division to be called.
 - Fill out incident report.
24. If a lost child is encountered, request female back-up.

- Request LAPD Pacific Division if needed.
- Fill out incident report.

25. Responding as back-up:

- Patrol officers are responsible for backing up other officers located at DYC, RV lot, and the guards in Del Ray if needed.
- Patrol officers should respond **IMMEDIATELY**.

Medical Emergencies

26. Ensure the medical emergency is not a diversionary tactic.
27. For access control posts, remember that access control is the primary responsibility. Guards must maintain security and control at all times.
28. Immediately call 911 and request medical assistance if needed.
29. Keep people away from the victim.
30. Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

31. If a fire alarm is sounded, remember access control is the primary responsibility.
32. Contact proper authorities to inform them of the location and problem.
33. Call Post Commander to report the fire alarm.
34. Do not allow visitors access to the facility during this time.
35. Guards should assist in keeping people away from buildings.
36. All posts and patrols will stand by for special instructions.

End of Shift Report

37. Guard must ensure swinging entry gate is unlocked and opened before the end of shift.
38. Guard must remain in uniform with gear and stay on duty until 6:00 a.m.
39. Guard cannot report to the Dockweiler Main Gate until 5:55 a.m. to turn in radio, D.A.R, and electronic check-in device.

Post Orders Specific to Burton Chace Park

1. Shift Hours 10:00 p.m. – 6:00 a.m.
2. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo (optional), White, Light Blue, Navy Blue or Black Uniform Shirt, Badge, Beaches and Harbors I.D. Badge, Well Fitting Navy Blue or Black Slacks, Belt, Black Shoes, and Sam/Sally Browne Gun Belt with Equipment.
3. Sign In using Timesheets **PROPERLY.** (Call Company Office for assistance if needed) proper sign in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location when clocking out and making necessary edits in the event a mistake is made.
4. Receive the Clipboard from Marina del Rey patrol guard.
5. Conduct Foot Patrols of Burton Chace Park.
 - Patrols are to be conducted every hour.
 - While on patrol, make sure you engage electronic checkpoints.
 - All restrooms should be checked frequently.
 - CF Nos. should be checked on all boats in the transit dock and compared to the CF Nos. on the Clipboard from the Marina. If a boat is in the transit dock that is not on the roster, you should log it on your DAR (Daily Activity Report) and the roster on the Clipboard.
6. Notate any vandalism in your D.A.R.
7. Clear people out of the park at 10:00 p.m. Patrol the Park for unauthorized people.
 - People staying at the docks are not allowed to hang out in the Park
8. Check all doors at the community center. If a door is found open, close it and lock it if possible, notate in DAR and notify Post Commander
9. Make sure the entry gate to Burton Chace parking lot is closed at 10:00 p.m.
10. Log license plate numbers, make and model of vehicles remaining in the lot after closing.
11. When stationed at the back of Burton Chace Park, make sure that you are being observant of your surroundings and watching for foot traffic with in the park.

End of Watch: Guards should return the Clipboard and his/her D.A.R. to the Marina del Rey patrol guard.

Post Orders Specific to Marina Del Rey

1. **Shift hours are 7:30 p.m. – 6:30 a.m.**
2. Check in with the beaches and harbors staff at the community center. Pick up Keys for patrol unit, gates and Clip board for Burton Chace Guard.
3. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo (optional), White, Light Blue, Navy Blue or Black Uniform Shirt, Badge, Beaches and Harbors I.D. Badge, Well Fitting Navy Blue or Black Slacks, Belt, Black Shoes, and Sam/Sally Browne Gun Belt with Equipment.
4. Sign In using Timesheets **PROPERLY**. (Call Company Office for assistance if needed) proper sign in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location when clocking out and making necessary edits in the event a mistake is made.

Patrols

5. Make sure that patrols are conducted within the following hours: 7:30 p.m., 9:00 p.m.; 11:00 p.m.; 1:00 a.m.; 3:00 a.m.; 5:30 a.m.;
6. While on patrol, make sure you engage electronic checkpoints.
7. Patrol all required sites.
8. Annotate any vandalism, check for trespassers, check restrooms, ensure no one is sleeping around buildings.
9. Ensure that no one vandalizes County property and Document any County employee entering County buildings after closing hours. Verify identification, write down the person's name, title and time of entrance to the facility.
10. Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.; report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.
11. Log all activity and issues encountered during patrols in Daily Activity Report (DAR).

In any event that a person is on property and refuses to leave:

- Call for backup, maintain visual contact with trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and Wait for law enforcement to arrive.

- Fill out an incident report and notify the Post Commander.

Vehicle Care

- Check patrol unit vehicle for damage.
- Check gasoline.

Post Orders Specific to White Point/Royal Palms

1. Shift Hours Daylight Saving Time (April 1 through October 31) 8:00 p.m. – 1:00 a.m.
2. Shift Hours Standard Time (November 1 through March 31) 6:00 p.m. – 11:00 p.m.
3. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo (optional), White, Light Blue, Navy Blue or Black Uniform Shirt, Badge, Beaches and Harbors I.D. Badge, Well Fitting Navy Blue or Black Slacks, Belt, Black Shoes, and Sam/Sally Browne Gun Belt with Equipment.
4. Sign In using Timesheets **PROPERLY**. (Call Company Office for assistance if needed) proper sign in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location when clocking out and making necessary edits in the event a mistake is made.
5. Assist County Parking contractor in clearing out vehicles from the lot when lot closes.
6. Log license plate numbers, make and model of vehicles remaining in lot after closing.
7. Ensure public does not enter premises after closing.
8. Report damage or vandalism to Beaches and Harbors Enforcement Services Unit Supervisor.

In the event that a person is on property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive.
- Fill out an incident report and notify the **Post Commander**.

Requesting Back Up

9. If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request local law enforcement agency to be called.
 - Fill out incident report.