

REQUEST FOR PROPOSALS FOR MARINA DEL REY WATERBUS SERVICE



**Prepared by
County of Los Angeles
Department of Beaches and Harbors**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS	1
2.0 INTRODUCTION	2
3.0 PURPOSE	4
3.1 Statement of Work (SOW).....	4
3.2 Contract: County Terms and Conditions.....	4
4.0 MINIMUM MANDATORY REQUIREMENTS.....	5
5.0 COUNTY’S RIGHTS AND RESPONSIBILITIES	6
5.1 Representations Made Prior to Contract Execution.....	6
5.2 Final Contract Award by the Board of Supervisors.....	6
5.3 County’s Option to Reject Proposals	6
5.4 County’s Right to Amend Request for Proposals.....	6
5.5 Background and Security Investigations.....	7
6.0 NOTIFICATION TO PROPOSERS	7
6.1 Public Records Act.....	7
6.2 Contact with County Personnel	8
6.3 Mandatory Requirement to Register on County’s WebVen	8
6.4 Protest Policy Review Process	8
6.5 Conflict of Interest	9
6.6 Determination of Proposer Responsibility.....	9
6.7 Proposer Debarment.....	10
6.8 Improper Considerations	11
6.9 County Lobbyist Ordinance.....	11
6.10 Consideration of GAIN/START Participants for Employment.....	12
6.11 Jury Service Program	12
6.12 Pending Acquisitions/Mergers by Proposing Company	13
6.13 Defaulted Property Tax Reduction Program.....	13
6.14 County’s Commitment to Zero Tolerance Policy on Human Trafficking	14
6.15 Default Method of Payment: Direct Deposit or Electronic Funds Transfer(EFT)	14
6.16 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices.....	15
6.17 Prohibition from Participation in Future Solicitation(s).....	15

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
6.18 Community Business Enterprise (CBE) Participation.....	15
7.0 COUNTY'S PREFERENCE PROGRAMS.....	16
7.1 Overview of County's Preference Programs	16
7.2 Local Small Business Enterprise (LSBE) Preference Program	16
7.3 Social Enterprise (SE) Preference Program.....	17
7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	17
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program	17
8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION.....	18
8.1 Truth and Accuracy of Representations.....	18
8.2 Proposers' Questions	18
8.3 Preparation of the Proposal	18
8.4 Proposal Requirements and Evaluation Criteria	26
8.5 Firm Offer-Withdrawal of Proposal	26
8.6 Proposal Submission	26
9.0 SELECTION PROCESS OVERVIEW.....	27
9.1 Selection Process	27
9.2 Adherence to Minimum Mandatory Requirements (Pass-Fail).....	28
10.0 PROTEST PROCESS OVERVIEW	27
10.1 Solicitation Requirements Review	28
10.2 Disqualification Review	29
10.3 Department's Proposed Contractor Selection Review	30
10.4 County Independent Review	32

APPENDICES

- A Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	February 21, 2024
RFP Contact	Jean Dao via email: kdao@bh.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	March 5, 2024 at 5:00 p.m., Pacific Standard Time
Written Questions Due	March 5, 2024 at 5:00 p.m., Pacific Standard Time
Questions and Answers Released via Addendum	March 7, 2024
Proposals Due	March 12, 2024 at 5:00 p.m. Pacific Standard Time
Anticipated Contract Term	Three years, with three one-year renewal options. Please see Sub Paragraph 3.2.1 for further information.
Minimum Mandatory Requirements	Please see Paragraph 4.0 (Minimum Mandatory Requirements).

2.0 INTRODUCTION

- 2.1 The County of Los Angeles Department of Beaches and Harbors (Department) oversees the Marina del Rey WaterBus Service, which operates primarily during the summer months of the year. During the 2023 season, the WaterBus served 58,152 passengers, providing area residents and visitors with intra-Marina transportation between eight designated boarding locations. The Department is seeking a qualified and experienced operator (Contractor) that can both operate and supply the vessels needed to offer the WaterBus Service to the public on behalf of the Department. Any qualified operator may submit a written proposal for a Contract in the form described in this Request for Proposal (RFP).

The WaterBus summer season starts on the third Friday in June and ends on Labor Day. During 2023, the WaterBus operated a summer schedule from June 16, 2023, through September 4, 2023, Friday through Sunday, including the Fourth of July and Labor Day holidays, and select Thursday concert dates. The hours of operation were Fridays and Saturdays, 11:00 a.m. to 11:00 p.m.; Sundays, 11:00 a.m. to 9:00 p.m.; Fourth of July, 11:00 a.m. to 11:00 p.m.; Labor Day, 11:00 a.m. to 9:00 p.m.; and Thursday concert nights, 5:00 p.m. – 10:00 p.m. The hours of operation will remain the same for each Contract and subsequent option years, subject to any changes at the sole discretion of the Director of the Department. Due to the fluctuations of the start and end dates each year, the number of WaterBus summer service weeks may vary between 11 and 12 in any given year; however, Proposers should submit an annual pricing proposal for a 12-week season. Note that the Contractor will only be paid for the actual number of weeks of service provided in any Contract year.

The Contractor will also be required to provide WaterBus Service during four Department community program series outside of the summer schedule, totaling approximately 22 additional days of service per year. These dates and operating hours are further identified in Paragraph 6.2 of Exhibit A (SOW and Attachments) of Appendix A (Contract).

The Contractor will be required to provide five vessels to operate the service between eight boarding locations. An additional boarding location at Pier 44 is tentatively scheduled to be added to the WaterBus route within the next six years. The County will only pay for ONE operator per vessel, even if the vessels used to meet contract obligations require more than one operator. In such an instance, the Contractor will be required to provide any additional operators at its own cost. In addition, one dockhand per boarding location is required to assist in boarding-pass sales and collection, escorting, loading and unloading passengers. The Del Rey Landing boarding location requires one additional part-time dockhand to assist with boarding at this location.

The current boarding locations are shown on Exhibit G as: Fisherman's Village, Burton Chace Park, Waterfront Walk, Marina "Mother's" Beach,

Dolphin Marina, Esprit 1, Wetland Park, Del Rey Landing, and Pier 44 (tentative). Each boarding location has docks that meet Americans with Disabilities Act (ADA) accessibility standards with the exception of Fisherman's Village.

The vessels to be used are subject to, but are not limited to, the following general requirements: 1) capacity of at least 22 passengers; 2) ability to accommodate bicycles and strollers; and 3) compliance with the ADA.

In addition to the Contractor provided vessels, the Contractor will also be required to operate two Department-owned vessels for use by the Contractor to supplement the WaterBus Service during the contract term. These additional vessels require the same hours and staffing as the five contractor provided vessels. Additionally, the Contractor will be responsible for the continued storage and maintenance, in Marina del Rey, of the Department's vessels during the Contract term(s). Proposers must include in their price proposals separate rates for the operation, storage and maintenance of the County's vessels. The specifications for the two County-owned vessels are detailed in Exhibit F.

The Contractor will charge a fee of \$1 per passenger, per trip. A season pass costing \$30 must be available for sale by the Contractor; the passes will be nontransferable as the name of the purchaser must be put on the pass and identification will be required for use. The Contractor retains all income from fees collected and passes sold. In the last year of the previous WaterBus contract, proceeds from all fees collected totaled approximately \$59,446. Proposers should consider this additional income when submitting rates for service. The Department, in its sole discretion, reserves the right to increase the \$1 passenger fee during the contract term. Any revenue collected by the Contractor above the \$1 passenger fee will be credited back to the Department by deduction of the revenue amount from Contractor's submitted invoices.

The Contractor will be required to cooperate with the Department on development and implementation of an aggressive campaign to advertise and promote the Marina del Rey WaterBus Service. Media and community outreach will include press releases, social media, a website featuring the WaterBus schedule, brochures and appropriate signage.

The Contractor will be required to maintain all required insurance coverages as identified in Appendix A (Contract), Paragraphs 8.24 and 8.25, including maintaining a non-owner policy with applicable coverage for the Department-owned vessels.

- 2.2** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

Contractor will be required to provide WaterBus Service on behalf of the Department in accordance with the staffing requirements as outlined in Paragraphs 5.5 and 9.1 in Exhibit A (SOW and Attachments) of Appendix A (Contract). Qualified companies may submit a written Proposal to provide such services. Proposals must be in the form described in this Request for Proposals (RFP). 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 will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) of this RFP.

3.2 Contract: County Terms and Conditions

Contractor will be expected to implement the requirements outlined in Appendix A (Contract) of this RFP.

3.2.1 Anticipated Contract Term

The Contract term is anticipated to be for a period of three years, with three one-year renewal options. Renewal options may be exercised at the sole discretion of the Director and will be subject to the same terms and conditions. It is further anticipated that the Contract will commence on June 21, 2024 following Board of Supervisors' (Board) award.

3.2.2 Contract Rates

The Contractor's rates must remain firm and fixed for the term of the Contract and any options exercised. The Contractor will be compensated in accordance with the rates proposed on Exhibit 1 (Pricing Schedule) of Appendix B (Required Forms). In addition, for any additional work performed at the request of the Department, the Contractor will be paid the hourly rate(s) in accordance with Exhibit 1.

3.2.3 Days of Operation

The Contractor will be required to provide a WaterBus summer service schedule from the third Friday in June and ending on Labor Day, including the Fourth of July and Labor Day, and up to four select Thursday concert dates. The hours of operation are Fridays and Saturdays, 11:00 a.m. to 11:00 p.m.; Sundays, 11:00 a.m. to 9:00 p.m.; Fourth of July, 11:00 a.m. to 11:00 p.m.; Labor Day, 11:00 a.m. to 9:00 p.m.; and select Thursday concert nights, 5:00 p.m. to 10:00 p.m. The hours of operation will remain the same for subsequent Contract and option years, subject to any changes at the sole discretion of the Director of the Department.

The Contractor will also be required to provide WaterBus Service outside of the summer schedule, for approximately 22 additional days per year, during the ARTsea, Culture Jams, Marina Drum Circles, and Dance MdR community programming series, with service hours ranging from 10:30 a.m. to 11:00 p.m.

3.2.4 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Contract). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Contract).

4.0 MINIMUM MANDATORY REQUIREMENTS

4.1 Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) are invited to submit a proposal(s), provided they meet the following minimum mandatory requirements at the time of proposal submission:

- Proposers must demonstrate its ability to provide five vessels for the WaterBus Service;
- Proposers must have at least five years' experience in the field of providing a waterbus or similar transportation service;
- Prospective WaterBus operators must be licensed by the U.S. Coast Guard. A copy of the operator's license(s) must be included in the proposal;
- Proposers must have a Los Angeles County Business License; a copy must be included in the proposal;
- Proposers must demonstrate their ability to maintain a base of operations in Marina del Rey for the WaterBus Service with facilities for docking of the WaterBus fleet, boarding-pass season sales and storage of WaterBus supplies and promotional materials. The base of operations must be established at the start of the Contract; and
- Proposer must complete and include with its proposal, Appendix B (Required Forms), Exhibits 1-14.

- 4.2** 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 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.
- 4.3** Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

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.

5.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board 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.

5.3 County's 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 this RFP in its entirety. The County will 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.

5.4 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 will be made available to each person or organization which

County records indicate has received this RFP. 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

5.5 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.

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

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

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

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

6.1.2 The County will 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 will 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.

- 6.1.3** 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.

6.2 Contact with County Personnel

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

Jean Dao, Administrative Services Manager I

KDao@bh.lacounty.gov

County of Los Angeles 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.

6.3 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/>

6.4 Protest Policy Review Process

- 6.4.1** 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 Paragraph 6.4.3 (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 Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

6.4.2 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.

6.4.3 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:

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms).

6.6 Determination of Proposer Responsibility

6.6.1 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.

6.6.2 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 must not be the basis of a determination that the Proposer is not responsible.

- 6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, 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.
- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will 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.
- 6.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will 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 will reside with the Board.
- 6.6.6** These terms will also apply to proposed Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

- 6.7.1** 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 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. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

- 6.7.2** A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

6.8 Improper Considerations

6.8.1 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 must 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.

6.8.2 Notification to County

A Proposer must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544 6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

6.8.3 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.

6.9 County Lobbyist Ordinance

The County 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.

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 As a threshold requirement for consideration for contract award, Proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

6.11 Jury Service Program

6.11.1 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 review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Contract), 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.

6.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms). 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 Exhibit 3 (Certification of Compliance) of Appendix B (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.

6.12 Pending Acquisitions/Mergers by Proposing Company

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited 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 must be provided by the Proposer in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.13 Defaulted Property Tax Reduction Program

6.13.1 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 reference the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Contract), 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.

6.13.2 Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3 (Certification of Compliance) in Appendix B (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](#)).

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

6.14 County's Commitment to Zero Tolerance Policy on Human Trafficking

- 6.14.1** On October 4, 2016, the County 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.

- 6.14.2** Contractors are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 6.15.1** 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 must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 6.15.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must 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.

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

- 6.15.4** 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), will decide whether to approve exemption requests.

6.16 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

6.16.1 On May 29, 2018, the County 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](#).

6.16.2 Contractors are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

6.17 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

6.18 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The

final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

7.1.1 The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board 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.

7.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.

7.1.3 In no case will 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.

7.1.4 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.

7.2 Local Small Business Enterprise (LSBE) Preference Program

7.2.1 The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

7.2.2 The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an

LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

- 7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

7.3 Social Enterprise (SE) Preference Program

- 7.3.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

- 7.3.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

- 7.3.3** Businesses requesting the SE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 7.4.1** The County will apply the DVBE 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](#).

- 7.4.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

- 7.4.3** Businesses requesting the DVBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Department's sole judgment and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of two hundred seventy (270) days following the final proposal submission date.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to:

Jean Dao, Administrative Services Manager I

Contracts@bh.lacounty.gov

WaterBus Service RFP (in subject line)

All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

8.2.2 When submitting questions, please specify the RFP, 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.

8.3 Preparation of the Proposal

All Proposals must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) via electronic mail (e-mail to Contracts@bh.lacounty.gov). All Proposals must be 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.

8.4 Proposal Requirements and Evaluation Criteria

Any reviews conducted during the evaluation of the Proposal may result in a point reduction.

All Proposals and documents must 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:

Proposal Format (Section A)

8.4.1 Cover Page

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

8.4.2 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.

8.4.3 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.

8.4.4 Proposer's Qualifications (Section B) (30%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in the paragraph.

8.4.4.1 Proposer's Background and Experience (Section B.1)

Using Exhibit 10 (Proposer's Qualifications) of Appendix B, provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity. Proposer must include the following:

- Proposer's ability to provide supplies/materials/vessels: Include make and model of vessels to be furnished by Proposer and operated on behalf of County;
- Ability to maintain an office/base of operations in Marina del Rey;
- An attached copy of Proposer's operator's license as issued by the U.S. Coast Guard;

- An attached copy of Proposer's Los Angeles County Business License;
- Number of full-time workers employed by Proposer;
- Description of size and organizational structure; and
- 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 Paragraph 8.25 (Insurance Requirements) of Appendix A (Contract).

8.4.4.2 Proposer's List of References (Section B.2)

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 8 (List of References). 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. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

Proposer must provide five (5) references where the same or similar scope of services was provided to demonstrate that the Proposer meets the Minimum Mandatory Requirements identified in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Proposer may provide five (5) additional references in the event that a reference is non-responsive. Additionally, Proposer must include all public entities contracts for the last five (5) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section G (Proposal Required Forms and Corporate Documents) of Proposer's Proposal. Proposer may use additional sheets, if necessary.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- 1) references fail to substantiate Proposer's description of the services provided; or

- 2) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

8.4.4.3 Proposer's Debarment History and List of Terminated Contracts

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 5 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 5 (Debarment History and List of Terminated Contracts) must be provided in Section G (Proposal Required Forms) of Proposer's proposal.

8.4.4.4 Proposer's Financial Capability (Section B.3)

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior two (2) fiscal years (for example 2022 and 2023) 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.

8.4.4.5 Proposer's Pending Litigation and Judgments (Section B.4)

The County will conduct a review of Proposer's pending litigation and judgements. Proposer 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.

8.4.5 Proposer's Approach to Providing Required Services (Section C) (20%)

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this paragraph.

Proposer must 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 requirements outlined in Exhibit A (SOW and Attachments).

8.4.5.1 Proposer's Staffing and Work Plan

Using Exhibit 9 (Proposer's Staffing and Work Plan) of Appendix B, describe and provide:

- Resumes of Proposer, Proposed Contract Representative (CR) who will be assigned to the Contract, Proposer's staff and supervisor(s), including experience of key employees, their professional training and specific experience related to the contracted work;
- How the Proposer will perform the Contract work. Provide a narrative discussion of the Proposer's experience providing the requested service. Discuss Proposer's approach to providing the WaterBus Service in Marina del Rey;
- Any proposed plan for sharing profits with the County from fees collected and passes sold;
- Proposer's comprehensive operational plan as described on Exhibit 9 (Proposer's Staffing and Work Plan) of Appendix B, No. 3, scheduling staff and ensuring short wait times between boarding locations, operating the WaterBus Service during peak hours, including concert nights and holidays;
- Proposer's storage and maintenance plan, including how and where the Department's vessels would be stored, and what preventative maintenance methods Proposer will employ to ensure the vessels are maintained within manufacturers' recommended requirements and remain in good operating condition, as well as how needed repairs will be handled;

- Proposer's methods to provide the Contract services, including:
 - Ticket control, sales, counting, handling of money, ensuring accurate passenger count;
 - Ensuring customers only ride for their purchased trip;
 - Strategies to advertise and promote the WaterBus Service, including a sample brochure demonstrating how Proposer will advertise and promote the Marina del Rey WaterBus Service;
 - Any plan to enhance customer service.
- Proposer's approach to respond to emergencies, overtime and requests for additional WaterBus services throughout the year.

8.4.6 Proposer's Quality Control Plan (Section D) (10%)

Using Exhibit 11 (Quality Control Plan) of Appendix B, The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of this Contract are provided as specified. Evaluation of the QCP must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this paragraph.

Proposer must present comprehensive QCP (Exhibit 11) of Appendix B to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Contract).

The following factors may be included in the QCP:

- 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.

8.4.7 Pricing Schedule (Section E) (40%)

Exhibit 1 (Pricing Schedule) of Appendix B (Required Forms), should reflect hourly rates for operators and dockhands, factoring

in all other costs of operation as described in the Statement of Work. Please note the County will only pay for one operator per vessel, regardless of the amount of operators required to operate a vessel.

The rates submitted related to the five required vessels must provide full compensation to the Contractor including any benefits, 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, including any option year.

The rates submitted for the two County-provided vessels must include the labor and other costs to operate these vessels. The Proposer must also submit flat annual rates for the **storage and maintenance** of two Department-owned vessels during the contract term.

Occasionally, the Department may require the Contractor to provide additional WaterBus services for various occasions that may be during or outside of the scheduled WaterBus season. These additional services may require the Contractor to operate the five required vessels and two County-provided vessels for a full-day of service up to 14 hours. The hourly rates for operating both the Contractor and County-provided vessels will apply to any additional WaterBus services requested.

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, 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 will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.4.8 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Section F)

8.4.8.1 It is the duty of every Proposer to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the terms and conditions outlined in Appendix A (Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).

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 Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. Please see Exhibit 13 (RFP Exception Form) of Appendix B. 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.

8.4.8.2 Section F 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 (Contract).

2) A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Contract); and for each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception;(2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.

8.4.8.3 Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' Word 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 make changes to the Contract and its appendices and exhibits at its sole discretion.

8.4.9 Proposal Required Forms and Corporate Documents (Section G)

8.4.9.1 Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

- | | |
|------------|---------------------------------------------------------------------|
| Exhibit 1 | Pricing Schedule |
| Exhibit 2 | Organization Questionnaire/Affidavit |
| Exhibit 3 | Certification of Compliance |
| Exhibit 4 | Request for Preference Consideration |
| Exhibit 5 | Debarment History and List of Terminated Contracts |
| Exhibit 6 | Community Business Enterprise (CBE) Information (Excel Spreadsheet) |
| Exhibit 7 | Minimum Mandatory Requirements |
| Exhibit 8 | List of References |
| Exhibit 9 | Proposer's Staffing and Work Plan |
| Exhibit 10 | Proposer's Qualifications (Background and Experience) |
| Exhibit 11 | Quality Control Plan |
| Exhibit 12 | Contractor's Administration |
| Exhibit 13 | RFP Exception Form |
| Exhibit 14 | Declaration |

8.4.9.2 Corporate Documents

1) Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

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

2) 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.

8.5 Firm Offer-Withdrawal of Proposal

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.

8.6 Proposal Submission

Proposals must be submitted as follows:

- 8.6.1** One proposal must be submitted by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

To: Contracts@bh.lacounty.gov

Subject: Proposal for WaterBus Service RFP

- 8.6.2** No hard copies delivered in person or facsimile (faxed) responses will be accepted. Proposals must be emailed as an Adobe Portable Document Format (PDF) attachment, in searchable format by deadline date and time. Please note, each email attachment file size is limited to 32.5 MB per email, therefore If necessary, multiple emails will be accepted. All proposal documentation must be attached, not linked.

- 8.6.3** Proposers must also include a redacted Proposal in searchable PDF, with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

- 8.6.4** It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.
- 8.6.5** All proposals will be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

9.0 SELECTION PROCESS OVERVIEW

9.1 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 the date outlined in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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 in this RFP to select a prospective Contractor.

Evaluation of Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Proposal Submission Requirements and Evaluation) and 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.

Determination of Highest-Overall Rated Proposer

The County will combine each Proposer's proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board 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 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.

9.2 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 2 (Organization Questionnaire/Affidavit), Exhibit 7 (Minimum Mandatory Requirements), and Exhibit 8 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

Failure of the Proposer to comply with the Minimum Mandatory 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.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation. A request for a SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- 10.1.1** The request is made within the time frame identified in the solicitation document (within ten (10) business days of the issuance of the solicitation document);
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
 - 10.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 10.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

10.2 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 will 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:

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** 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 must be completed, and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Paragraph 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department will 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 will be debriefed only on its response. Because contract negotiations are not yet

complete, responses from other Proposers will 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 Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 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 may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will 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:

10.3.2.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

10.3.2.2 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:

- 1)** The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2)** 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.

- 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4) Another basis for review as provided by state or federal law; and

10.3.2.3 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 will 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 will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4 (County Independent Review) below).

10.4 County Independent Review

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:

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** 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 10.3.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

MARINA DEL REY WATERBUS SERVICE

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	2
2.1 Standard Definitions.....	2
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	4
5.1 Total Contract Sum.....	4
5.2 Increase of Contract Sum by Director.....	5
5.3 Decrease of Contract Sum by Director.....	5
5.4 Change of Staff and Working Hours.....	5
5.5 No Increase in Annual or Hourly Rate(s) of Compensation.....	5
5.6 Written Approval for Reimbursement.....	5
5.7 Notification of 75% of Total Contract Sum.....	5
5.8 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.9 Invoices and Payments.....	6
5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
6.0 ADMINISTRATION OF CONTRACT - COUNTY	7
6.1 County's Administration.....	7
6.2 County's Project Director.....	8
6.3 County's Project Manager.....	8
6.4 County's Project Monitor.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	9
7.4 Contractor's Staff Identification.....	9
7.5 Background and Security Investigations.....	9
7.6 Confidentiality.....	10

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.0 STANDARD TERMS AND CONDITIONS	10
8.1 Amendments	10
8.2 Assignment and Delegation/Mergers or Acquisitions	11
8.3 Authorization Warranty	12
8.4 Budget Reductions	12
8.5 Complaints	12
8.6 Compliance with Applicable Laws	13
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County's Jury Service Program.....	14
8.9 Conflict of Interest	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	16
8.11 Consideration of Hiring GAIN/START Participants.....	16
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	18
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	19
8.15 County's Quality Assurance Plan	19
8.16 Damage to County Facilities, Buildings or Grounds	19
8.17 Employment Eligibility Verification.....	20
8.18 Counterparts and Electronic Signatures and Representations.....	20
8.19 Fair Labor Standards	20
8.20 Force Majeure	21
8.21 Governing Law, Jurisdiction, and Venue	21
8.22 Independent Contractor Status	21
8.23 Indemnification	22
8.24 General Provisions for all Insurance Coverage	22
8.25 Insurance Coverage.....	26
8.26 Liquidated Damages	27
8.27 Most Favored Public Entity.....	28

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.28 Nondiscrimination and Affirmative Action	28
8.29 Non Exclusivity	29
8.30 Notice of Delays	30
8.31 Notice of Disputes	30
8.32 Notice to Employees Regarding the Federal Earned Income Credit	30
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	30
8.34 Notices	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	31
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper	33
8.40 Subcontracting	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency	36
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	37
8.47 Termination for Non-Appropriation of Funds	37
8.48 Validity.....	37
8.49 Waiver	37
8.50 Warranty Against Contingent Fees	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	39
8.55 Compliance with Fair Chance Employment Hiring Practices.....	39

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.56 Compliance with the County Policy of Equity	39
8.57 Prohibition from Participation in Future Solicitation(s).....	39
8.58 Injury and Illness Prevention Program	40
9.0 UNIQUE TERMS AND CONDITIONS	40
9.1 Local Small Business Enterprise (LSBE) Preference Program	40
9.2 Social Enterprise (SE) Preference Program.....	41
9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	42
10.0 Survival.....	43

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** County's Administration
- C** Form(s) Required at the Time of Contract Execution
 - C1** Contractor Acknowledgement and Confidentiality Agreement
 - C2** Contractor Employee Acknowledgement and Confidentiality Agreement
- D** Safely Surrendered Baby Law
- E** Vessel Performance Standards
- F** Department Vessel Specifications
- G** Boarding Locations
- H** Right of Entry Permit

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
MARINA DEL REY WATERBUS SERVICE**

This Contract ("Contract") made and entered into on DATE _____ by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor", to provide Marina del Rey WaterBus Service for the Department of Beaches and Harbors.

RECITALS

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

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A 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 and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B County's Administration
- Exhibit C Forms Required at the Time of Contract Execution
 - C1 Contractor Acknowledgement and Confidentiality Agreement
 - C2 Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit D Safely Surrendered Baby Law
- Exhibit E Vessel Performance Standards
- Exhibit F Department Vessel Specifications
- Exhibit G Boarding Locations
- Exhibit H Right of Entry Permit

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and

conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.6 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Beaches and Harbors which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.
- 2.1.12 Dockhand:** Contractor employee who will be required to handle payments, ticketing, escorting passengers at the dock, and assisting passengers in boarding and disembarking the WaterBus vessels.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Operator/Vessel Operator/Water Bus Operator:** The contractor selected to operate the Marina del Rey WaterBus Service.
- 2.1.15 Proposer:** Any person or entity authorized to conduct business in California who submits a proposal to this RFP.
- 2.1.16 Request for Proposals (RFP):** All parts of this document, including its attachments, exhibits, and forms.

- 2.1.17 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.19 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be three years commencing after execution by County's Board, or June 21, 2024, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to three additional one (1) year periods, for a maximum total Contract term of six (6) years. Each such extension option may be exercised at the sole discretion of the Director or his designee as authorized by the Board.

The County maintains a database that track/monitor 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** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit B (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The net amount the County will expend from its own funds during any Contract year for the WaterBus Service will not exceed the maximum annual amount provided by Contractor in its Exhibit 1 (Pricing Schedule), 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.

Contractor(s) must perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A (Statement of Work and Attachments), but in any event, not in excess of the contract sum.

5.2 Increase of Contract Sum by Director

Notwithstanding Paragraph 5.1, the Director may, by written notice to the Contractor, increase the maximum annual amount by up to 10 percent during the Contract term or any extension period, to accommodate an increase in staffing, additional boarding locations, working hours and/or Department excursions and special events, subject to the availability of funds in the Department's budget.

5.3 Decrease of Contract Sum by Director

Notwithstanding Paragraph 5.1, the Director may, by written notice, decrease the contract sum to accommodate a decrease in staffing and/or working hours in accordance with Paragraph 5.4. The decreased contract sum will be calculated based on the hourly rates on Exhibit 1 (Pricing Schedule).

5.4 Change of Staff and Working Hours

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

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

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

5.6 Written Approval for Reimbursement

The Contractor will 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, must not occur except with the County's express prior written approval.

5.7 Notification of 75% of Total Contract Sum

The Contractor must 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 must send written notification to Department at the address herein provided in Exhibit B (County's Administration).

5.8 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.9 Invoices and Payments

5.9.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.9.2 The Contractor's invoices must be priced in accordance with Exhibit 1 (Pricing Schedule). Contractor will 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 will be due to the Contractor for that work.

5.9.3 If any repairs are performed on County-provided vessels, or if any unscheduled and/or additional work was performed during the month, the Contractor must 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.

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

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

County of Los Angeles
Department of Beaches and Harbors

Financial Services Section
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292

5.9.6 County Approval of Invoices

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

5.9.7 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

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

5.10.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.10.2 The Contractor must 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.

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

5.10.4 At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit B (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit 12 (Contractor's Administration) of Appendix B. The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit 12 (Contractor's Administration) of Appendix B. The Contractor must notify the County in writing of any change to Exhibit 12 (Contractor's Administration) of Appendix B, as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request 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.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility/vessel 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/vessel access.

7.5.3 These terms will also apply to subcontractors of County contractors.

- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1** Contractor must 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.
- 7.6.2** Contractor must 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit C1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit C2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or his designee.
- 8.1.1** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or his designee.
- 8.1.2** The Director of the Department or his designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will 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 must be prepared and executed by the Contractor and by the Director of the Department or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will 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 must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within 10 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.

- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within 10 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 will, 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. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the 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.

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (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 ninety (90) days or less within a twelve (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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must 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 must 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.
- 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 of this Contract or any competing contract, and no spouse or economic dependent of such employee, will

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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County 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 must 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/START Participants

- 8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor 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 (5) years but may exceed five (5) 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 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit D (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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 will during the term of this Contract, maintain 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 will 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 and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1

(Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 will 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 will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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

- 8.24.1** 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be emailed to: Contracts@bh.lacounty.gov.
- Contractor also must 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 must 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 will 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 must 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must 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.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 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 must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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 Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1

million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Protection and Indemnity Liability (P&I)

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

8.25.5 Non-Owner Policy

A Non-owner policy with coverage of the Department's vessels will be required in accordance with Paragraph 8.24.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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, or their 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 (\$100) per

day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 Paragraph 8.26.2 must 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 paragraph must 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 Paragraph 8.26.2, and must 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 must 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 will 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 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.28.3** The Contractor must 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 must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 will 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 will, at its sole

option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Paragraph 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict 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 must, 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 must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will 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 D (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B (County's Administration) and Exhibit 12 (Contractor's Administration). Addresses may be changed by either party giving ten (10) days

prior written notice thereof to the other party. The Director or designee will 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 will 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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 must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

- During the term of this Contract, the Contractor will not, and will 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 Project Director.

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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will 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 must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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.

8.38.2 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 must 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 will make a reasonable effort to maintain the confidentiality of such audit report(s)

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

8.38.4 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board 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 must 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 must 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 will 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 will 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 County's Project Director 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 must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will 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 must 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, Contractor must ensure delivery of all such documents are emailed to:

Contracts@bh.lacounty.gov.

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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will 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 must:

- 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 would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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 will 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 Paragraph 8.45 (Termination for Insolvency) will 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, must 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 will 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 will 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 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will 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" will 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 ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor must notify its employees and must 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 ten (10) days before every statewide election, every contractor and subcontractors must 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 will 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 will 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 Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

- 9.1.1** 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.
- 9.1.2** The Contractor will 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.
- 9.1.3** The Contractor will 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.
- 9.1.4** 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, will:

- 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;
- 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
- 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 will 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.

9.2 Social Enterprise (SE) Preference Program

- 9.2.1** 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.
- 9.2.2** Contractor must 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.
- 9.2.3** Contractor must 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.
- 9.2.4** 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 will:
- 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;
 - 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

- 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 will 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.

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 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.

9.3.2 Contractor must 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.

9.3.3 Contractor must 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.

9.3.4 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 will:

- 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;
- 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
- 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 will 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.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default

Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 10.0	Survival

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

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Jeff Levinson, *Interim* Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

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

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1.0 GENERAL REQUIREMENTS	1
2.0 ADDITION/DELETION OF EQUIPMENT, FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....	1
3.0 QUALITY CONTROL	2
4.0 QUALITY ASSURANCE PLAN.....	2
5.0 RESPONSIBILITIES.....	3
6.0 HOURS/DAY OF WORK.....	6
7.0 WORK SCHEDULES	7
8.0 UNSCHEDULED WORK.....	7
9.0 SPECIFIC WORK REQUIREMENTS	8
10.0 LOGS AND REPORTS.....	10
11.0 GREEN INITIATIVES.....	10
12.0 PERFORMANCE REQUIREMENTS SUMMARY	10

SOW ATTACHMENTS

1. CONTRACT DISCREPANCY REPORT
2. PERFORMANCE REQUIREMENTS SUMMARY CHART

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

STATEMENT OF WORK

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The County of Los Angeles Department of Beaches and Harbors (Department) oversees the Marina del Rey WaterBus Service. During the 2023 season, the WaterBus Service served 58,152 passengers, providing area residents and visitors with intra-Marina transportation between eight designated boarding locations. The Department is seeking a qualified and experienced Contractor/Proposer that can both operate and supply the vessels needed to offer the WaterBus Service to the public on behalf of the Department. The Contractor will be required to provide WaterBus Service through the summer season and other dates as specified in this SOW. The Contractor will be required to staff the Waterbuses with an Operator and Dockhand, as specified below in this SOW. The Contractor will be required to provide five vessels to operate the service at the various boarding locations, as provided below in this SOW. In addition to the Contractor provided vessels, the Contractor will also be required to operate two Department-owned vessels for use by the Contractor to supplement the WaterBus Service during the contract term. Additionally, the Contractor will be responsible for the continued storage and maintenance, in Marina del Rey, of the Department's vessels during the Contract term(s). The selected Contractor/Proposer must be capable of providing the services as stated in this Statement of Work (SOW).

1.2 Equipment

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

1.3 Contractor's Base of Operations

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

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

2.1 The Department reserves the right to add and/or delete specific tasks, equipment, facilities and/or work hours throughout the term of this Contract,

and otherwise amend and modify the scope of work and tasks in accordance with the County's needs.

- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events will not be deemed breaches of this Contract or of any of the covenants of this Contract and will not relieve the Contractor of its duties as to the remaining facilities and services.
- 2.3** The Contractor will be given reasonable written notice by the County Project Monitor that a facility is to be added or deleted, or that the scope of services is being modified and the effective date of such modifications.
- 2.4** All changes must be made in accordance with Contract, Paragraph 8.1 (Amendments).

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The Department will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

Contractor must be available to attend meetings with the Department as required.

4.2 Contract Discrepancy Report

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

The County's Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Administrator within five (5) business days, acknowledging the

reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Contract Administrator within five (5) business days.

- 4.2** In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.3 County Observations

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

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3** Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 County's Project Director

The Community and Marketing Services Division Chief of the Department will be the Contract County Project Director will have the authority to act for the County in the administration of the Contract, except where action of the Director or his designee is expressly required by the Contract.

5.3 Furnished Items

The equipment furnished by the County below may be used by the Contractor only for activities related to the 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 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 will issue to Contractor a CDR detailing costs for all repairs or

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

5.3.1 County-provided vessels

Up to two vessels may be provided to the Contractor for use to supplement the WaterBus service. The County's vessels will require the same hours and staffing as the five contractor operated vessels, as set forth in Paragraph 9.0 (Specific Work Requirements) of this SOW and will be operated in accordance with Exhibit E (Vessel Performance Standards). Required storage and maintenance of the Department's vessels will be as follows:

- County's vessels will be housed full-time in Marina del Rey. County staff will have access to its vessels and may be operated by County staff at any time upon reasonable notice to the Contractor.
- Contractor will ensure that County's vessels receive all required routine maintenance in accordance with the manufacturer's specifications.
- If it is determined that any needed repairs outside of regular routine maintenance is required on any of County's vessels, Contractor will coordinate and notify County before any work is performed. No work will be performed on County's vessels without prior written consent from the Department. County, in its sole discretion, may choose to have an independent party inspect and/or perform any repairs.
- Upon Director approval, the Contractor may be granted permission to utilize the vessels for transportation during Department-sponsored community service events.
- To the extent possible, Contractor will operate and maintain County's vessels with clean fuel and proper cleanings of the boat hulls, especially for those painted with biocide (i.e. copper, zinc) paints for regular WaterBus service.

5.3.2 Billing for Repairs of County-provided Vessels

After receiving County approval for any needed repairs on any County-provided vessel, Contractor will submit an invoice separate from its WaterBus service invoice in accordance with Paragraph 5.9 (Invoices and Payments) of the Contract.

CONTRACTOR

5.4 Contractor's Project Manager

- 5.4.1** Contractor must provide a full-time Contractor's Project Manager (CPM) or designated alternate. County must have access to the CPM during all hours, 365 days per year. Contractor must provide a telephone number where the CPM may be reached by reasonable

notice each business day as well as at other times as required by the Contract work.

5.4.2 CPM must act as a central point of contact with the County.

5.4.3 CPM must have two years of experience.

5.4.4 CPM/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. CPM/alternate must be able to effectively communicate, in English, both orally and in writing.

5.5 Personnel

5.5.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

The Contractor will be required to provide one staff person/employee to operate the vessels, and one dockhand per boarding location to assist in boarding-pass sales and collection, escorting, loading and unloading passengers. In addition, the Del Rey Landing boarding location requires one additional part-time dockhand to assist with boarding at this location.

5.5.2 Contractor will be required to background check their staff as set forth in Contract, Paragraph 7.5 (Background and Security Investigations).

5.5.3 Contractor will ensure that persons performing Contract services are of sound mental, physical, and emotional condition as necessary to perform the required duties.

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

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

5.5.6 All personnel assigned by the Contractor to perform Contract work will at all times be employees of the Contractor, and the Contractor will have the sole right to hire, suspend, discipline, or discharge employees. However, the Director reserves the right to request, at any given time, the immediate exclusion of any member(s) of the Contractor's staff from working on this Contract, and the Contractor will immediately comply with Contract, Paragraph 7.5 (Background and Security Investigations).

5.5.7 The Contractor will provide the County with a current list of employees including, but not limited to, management, Vessel

Operators, and Dockhands, and will keep this list updated during the Contract term.

5.6 Uniforms/Identification Badges

5.6.1 The Contractor is responsible for ensuring that all Vessel Operators and Dockhands, and Contractor staff working on a waterbus and/or boarding location are attired in khaki colored slacks or shorts, and white polo shirts with the WaterBus logo. The digital file for the WaterBus logo will be provided to the Board-approved Contractor upon full execution of the Contract. The Contractor will then be responsible for placing the logo on the polo shirts.

5.6.2 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

5.7 Materials and Equipment

5.7.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

5.7.2 Vessels

The Contractor will be required to operate five vessels for the WaterBus Service. The County requires that during scheduled hours of operation, all WaterBus vessels must display identical signage that will be provided by the Department in order to build awareness of the WaterBus Service. Banners should be removed from vessels if vessel is navigating the water while not in service. The Contractor will be responsible for all vessel maintenance, storage, and upkeep. It is preferred that the Contractor operate and maintain clean fuel vessels for regular WaterBus Service. Should the Contractor operate the Department's two additional vessels during the term of the Contract, the Contractor will be required to operate at least seven vessels for the WaterBus Service. Signage will also be provided by the Department for operation of the Department's two additional vessels.

5.8 Training

5.8.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff.

5.8.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

5.9 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during

regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor will return calls and/or emails during business hours, or no later than the next business day or as soon as reasonably possible if the request is designated urgent. When the office is closed, an answering service will be provided by the Contractor to receive calls. The Contractor will answer calls received by the answering service within two hours of receipt of the call.

6.0 HOURS/DAY OF WORK

6.1 Summer WaterBus Schedule

The Contractor must maintain the following schedule to operate the WaterBus Service:

Summer Season:

- June (Third Friday of the Month) – September (Labor Day)
- Four (4) Thursdays (Concert dates) in July - August

Days and Times:

- Fridays – Saturdays: 11:00 a.m. – 11:00 p.m.
- Sundays: 11:00 a.m. 9:00 p.m.
- Thursdays (Concert dates): 5:00 p.m. – 10:00 p.m.

Holidays:

- July 4th: 11:00 a.m. - 11:00 p.m.
- Labor Day: 11:00 a.m. - 9:00 p.m.

6.2 Department Events Schedule

The Contractor is also required to provide the Waterbus Service during the below events held by the Department:

ARTsea:

- May (two-day event, exact date to be provided by Department), 11:00 a.m. – 11:00 p.m.

Culture Jams:

- April and May (Sundays) 10:30 a.m. – 5:00 p.m.

Marina Drum Circles:

- August – October (Sundays) 10:30 a.m. – 5:00 p.m.

Dance MdR:

- September (Fridays) 5 p.m. - 11:00 p.m.

Note that the dates for the events listed above may change in subsequent contract years.

7.0 WORK SCHEDULES

- 7.1** Contractor must submit for review and approval a work schedule for each vessel to the County's Project Monitor within five (5) days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, afternoon and evening the tasks will be performed.
- 7.2** Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Monitor for review and approval within five (5) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1** The County's Project Manager or their designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing vessels.
- 8.2** Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County's Project Manager, or their designee, must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
- 8.3** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact the County's Project Monitor for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to the County's Project Monitor within five (5) working days after completion of the work.
- 8.4** All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 8.5** The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.
- 8.6 Contractor Set-up/Shut-down Time**

An additional 30 minutes has been added to the "Hours per Day" on Exhibit 1 (Pricing Schedule) to accommodate the Contractor's "set-up and shut-down" time. The hours of operation will remain the same for the optional extension years, with variations to accommodate holiday dates. Upon

Contract extension, at the discretion of the Director, an updated schedule will be provided by the Department. All hours are subject to change. The Contractor will provide WaterBus Service during the established WaterBus schedule.

8.7 Additional WaterBus Service

In addition to the regular WaterBus Service as described in Paragraphs 6.1 and 6.2, the Department may request the Contractor to provide additional WaterBus services and/or Department excursions throughout the year. Such requests for additional services may require a regular full-day operation of WaterBus services. Reasonable notice will be provided to Contractor prior to the Department's request for additional services.

9.0 SPECIFIC WORK REQUIREMENTS

9.1 Boarding Location/Staffing

The County requires at least one Contractor employee at each boarding location to serve as Dockhand, which requires handling payments and ticketing, escorting passengers up and down the dock, and assisting passengers in boarding and disembarking the WaterBus vessels. The Del Rey Landing dock boarding location requires one dockhand and one additional part-time dockhand to assist with boarding at this location.

9.2 Vessel Operators

The County requires at least one Contractor Vessel Operator for each WaterBus vessel. Vessel Operators must be certified, inspected, and licensed by the U.S. Coast Guard as stated in Paragraph 9.3.

9.3 Licenses

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

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

9.4 Rules and Procedures

The Contractor will post facility rules and procedures, subject to Departmental approval, to ensure that the WaterBus operation, i.e., boarding, waiting and disembarking, is conducted in a safe and efficient manner. The Contractor will operate the WaterBus Service according to the posted rules and procedures.

9.5 Permits

Contractor must obtain a Right of Entry Permit (Exhibit H) from the Department to access the following County Parcels: Fisherman's Village (Parcel 56), Burton Chace Park, Marina City Club (Waterfront Walk), Marina "Mother's" Beach, Dolphin Marina, Esprit 1, Wetland Park, Del Rey Landing, and Pier 44.

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

9.6 Fare/Season Pass

The Contractor will charge a fare of \$1 per passenger, one way. In addition, the Contractor will offer and sell a season pass for unlimited WaterBus rides at the rate of \$30 for the entire summer. The season passes will be non-transferable and identification will be necessary for their use. The Contractor will retain all monies collected for both the fare and season passes. The Contractor will keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Paragraph 10.0, Logs and Reports, and forward those records to the County on a weekly basis.

The Department, in its sole discretion, reserves the right to increase the \$1 passenger fee during the contract term. Any revenue collected by the contractor above the \$1 passenger fee will be credited back to the Department by deduction of the revenue amount from contractor's submitted invoices.

9.7 Publicity

The Department will collaborate with the Contractor on development and implementation of an aggressive campaign to advertise and promote the Marina del Rey WaterBus Service. Media and community outreach may include social media, press releases, websites, brochures and Los Angeles County Television Channel shoots. The Contractor will implement and cooperate with all marketing programs as well as display all appropriate signage when in operation.

10.0 LOGS AND REPORTS

- 10.1** During the Contract term, the Contractor will report in writing to the County Project Monitor every Tuesday a daily passenger count per hour, per location and the total amounts collected per day.
- 10.2** During the Contract term, the Contractor will report in writing to the County Project Monitor every Tuesday the wait times between passenger departures and pick-ups, documenting the time each vessel departs each stop and the arrival time of the next vessel.
- 10.3** The Contractor will provide, by the 15th of every month, covering the prior calendar month, a monthly fuel consumption report and a list of any problems and their resolution during the prior month's services.
- 10.4** During the Contract term, the Contractor will provide a quarterly checklist of all maintenance performed on the Department's vessels.

11.0 GREEN INITIATIVES

- 11.1** Contractor will use reasonable efforts to initiate “green” or sustainability practices for environmental and energy conservation benefits.
- 11.2** Contractor will notify the County Project Monitor of any new “green” or sustainability initiatives by the Contractor prior to the Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

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 the Contractor beyond those 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 the Contractor.

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: <u>Click or tap here to enter text.</u>		Contractor Response Received: <u>Click or tap here to enter text.</u>	
Contractor: <u>Click or tap here to enter text.</u>	Contract No. <u>Click or tap here to enter text.</u>	County's Project Manager: <u>Click or tap here to enter text.</u>	
Contact Person: <u>Click or tap here to enter text.</u>	Telephone: <u>Click or tap here to enter text.</u>	County's Project Manager Signature:	
Email: <u>Click or tap here to enter text.</u>		Email: <u>Click or tap here to enter text.</u>	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Use additional sheets if necessary

<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
Contractor's Representative Signature	Date Signed

Additional Comments: <u>Click or tap here to enter text.</u>

PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
CONTRACT: PARAGRAPH 5.5 – <i>INVOICES & PAYMENTS</i>	Contractor will submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM</i>	Contractor will have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$100 per occurrence
CONTRACT: PARAGRAPH 8.25 – <i>INSURANCE COVERAGE</i>	Contractor will maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION-AUDIT SETTLEMENT</i>	Contractor will maintain all required records as specified.	Inspection of Files	\$100 per occurrence
CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor will obtain County's written approval prior to subcontracting any work.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 1.2 – <i>EQUIPMENT</i>	Contractor will ensure vessels meet performance standards as stated in Exhibit E.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 1.3 – CONTRACTOR'S BASE OF OPERATIONS	Contractor will maintain a base of operations in Marina del Rey where owners may be contacted by telephone.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 4.0 – <i>QUALITY ASSURANCE PLAN</i>	Contractor will respond to issued Contract Discrepancy Reports within five workdays.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.4 – <i>CONTRACTOR'S PROJECT MANAGER</i>	Contractor will designate a full-time employee as Contractor's Project Manager.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.5 – <i>PERSONNEL</i>	Contractor's personnel will comply with all responsibilities listed in Paragraph 5.5.	Review of Records	\$150 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.9 – <i>CONTRACTOR'S OFFICE</i>	Contractor will return calls and/or emails during business hours or no later than the next business day.	Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.7.2 – <i>VESSELS</i>	Contractor will operate at least five vessels for the WaterBus Service with identical signage displayed.	Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.0 – <i>SPECIFIC WORK REQUIREMENTS</i>	Contractor will provide operator(s) for each vessel and required additional employees at each docking site.	Observation	\$250 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.6 – <i>UNIFORMS/IDENTIFICATION BADGES</i>	Contractor will ensure all dock attendants are attired in khaki colored slacks or shorts, with white polo shirts with WaterBus logo.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 7.0 – <i>WORK SCHEDULES</i>	Contractor will maintain a regular weekly schedule, making all scheduled stops on-time as specified in Contract.	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 7.0 – <i>WORK SCHEDULES</i>	Contractor will operate at the days and times as scheduled, making all scheduled stops on-time as specified in Contract.	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 8.7 – <i>ADDITIONAL WATERBUS SERVICES</i>	Contractor will provide additional WaterBus Service when requested by the Department.	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.2 – <i>LICENSES</i>	Contractor will maintain required licenses during the term of the Contract.	Review of Records	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.3 – RULES AND PROCEDURES	Operator will post facility rules and procedures to ensure operation is conducted in a safe and efficient manner.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.4 – PERMITS	Operator must obtain Right of Entry Permit to County parcels and, if necessary, a Coastal Development Permit from the California Coastal Commission.	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.5 – FARE/SEASON PASS	Contractor will collect and keep fare and deliver accurate collection records to County.	Inspection of Files	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.6 – PUBLICITY	Contractor will implement and cooperate with all marketing programs.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.3.1 – COUNTY-PROVIDED VESSELS	Contractor will store, maintain and coordinate repair of the Department's vessels in accordance with Paragraph 5.3.	Review of Records	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 10.0 – LOGS AND REPORTS	Contractor will report in writing to the County Project Monitor every Tuesday a daily passenger count per hour, per location & the total amounts collected per day.	Review of Records	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 10.0 – LOGS AND REPORTS	Contractor will report in writing to the County Project Monitor every Tuesday passenger wait times between passenger departures and pick-ups, documenting the time each vessel departs each stop and the arrival time of the next vessel.	Review of Records	\$150 per occurrence

COUNTY’S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Catrina Love, Community and Marketing Services Division
Title: Division Chief
Address: 4701 Admiralty Way
Marina del Rey, CA 90292
Telephone: (424) 526-7871
Email Address: CLove@bh.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Susana Espinosa, Community and Marketing Services Division
Title: Principal Real Property Agent
Address: 13640 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7891
Email Address: SEspinosa@bh.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Michael Blenk, Community and Marketing Services Division
Title: Real Property Agent II
Address: 13575 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7892
Email Address: MBlenk@bh.lacounty.gov

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

VESSEL PERFORMANCE STANDARDS

The following are minimum performance standards and specifications that must be met by the vessels used by the Contractor to provide WaterBus service on behalf of the County.

These vessel standards and specifications may be used in part to evaluate, rank and award points for each bid proposal.

1. Vessels with a capacity of at least 22 passengers are preferred;
2. Each vessel must safely accommodate at least two (2) disabled passengers in wheelchairs;
3. Each vessel must safely accommodate up to four (4) bicycles;
4. Each vessel must safely accommodate strollers;
5. Each vessel must be of either aluminum or composite construction;
6. Each vessel must provide adequate stability for use on Marina waters as defined in Title 46 Code of Federal Regulations (46 CFR);
7. Standard vessel designs are acceptable provided they satisfy all requirements;
8. Pontoon vessels are preferred;
9. Each vessel must be highly maneuverable and capable of turning 360 degrees within one (1) boat length;
10. All vessels must be able to operate 8 nautical miles per hour for 12 hours at full load with a 10% fuel reserve;
11. Twin-screw propulsion systems are preferred to improve maneuverability;
12. All vessels must have boarding locations on both sides with a freeboard of approximately 18 inches;
13. All vessels must be fitted with a transfer span to allow access to and from boarding floats with a freeboard of 18 inches with a maximum slope of 1:12 (8.33%);
14. Each vessel must be provided with a USCG Certificate of Inspection for service within Marina del Rey and the entrance channel to Marina del Rey as defined in the Los Angeles County Code with a one (1) person crew;

VESSEL PERFORMANCE STANDARDS

15. Each vessel must carry a Los Angeles County Water Taxi “Vessel” License on board;
16. The WaterBus contractor must carry a Los Angeles County Water Taxi “Operator” License on its premises;
17. All vessels must be able to securely accommodate themed graphics, including at least two (2) banners as determined by the Department; and
18. Operated with preferred alternative fuel and environmentally sensitive technologies as listed below:
 - Clean diesel
 - Diesel-electric
 - Gas/GNC-electric
 - Solar-electric (hybrid)
 - Fuel cells
 - Non-biocide or non-copper boat hull paints
 - Proper hull cleaning methods to reduce copper leaching from the hull paints

Specifications for County-owned Vessels

VESSEL #1 SPECIFICATIONS:

VESSEL TYPE: Commercial Pontoon Boat with Single Motor

LENGTH: 35 feet

WIDTH: 10 feet

PONTOON LENGTH: 36 inch diameter

MINIMUM PASSENGER CAPACITY: 24

MAXIMUM PASSENGER CAPACITY: 28

VESSEL #2 SPECIFICATIONS:

VESSEL TYPE: Commercial Pontoon Boat with Dual Motor

LENGTH: 45 feet

WIDTH: 12 feet

PONTOON LENGTH: 42 inch diameter

MINIMUM PASSENGER CAPACITY: 49

MAXIMUM PASSENGER CAPACITY: 55

WATERBUS BOARDING LOCATIONS**WaterBus Boarding Locations:**

1. Fisherman's Village
2. Burton Chace Park
3. Waterfront Walk
4. Marina "Mother's" Beach
5. Dolphin Marina
6. Esprit 1
7. Wetland Park
8. Del Rey Landing
9. *Pier 44 (tentative in next 6 years)*


LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

13837 Fiji Way, Marina del Rey, California 90292

RIGHT OF ENTRY PERMIT NO. XXXX ("Permit")

Effective Date: _____ Expiration Date: _____

BEACH/FACILITY ("Premises"): EIGHT (8) Marina del Rey dock locations, as depicted in Exhibit G

PERMITTEE ("Permittee"): _____

CONTACT: _____

PURPOSE OF PERMIT ("Purpose of Permit"): access to the Premises, as depicted in Exhibit G, ("WaterBus Boarding Locations") to provide water bus services relating to the Marina del Rey water bus service (WaterBus Service), County Contract No. XXXX ("Contract")

EQUIPMENT TO BE USED: Boats and appurtenances customarily utilized for the performance of the activities set forth under the above Purpose of Permit: water bus pontoons

STAGING AREA: (none requested)

APPLICATION DATE: _____

PROCESSING FEE: \$ _____

ISSUE DATE: _____

**COUNTY OF LOS ANGELES ("COUNTY"),
DEPARTMENT OF BEACHES AND
HARBORS ("DEPARTMENT")**
TOTAL DUE: \$ _____

AMOUNT PAID: \$ _____

RECEIPT NO. _____

**GARY JONES, DIRECTOR or
Authorized Representative**

By: _____

 Chief Property Manager
Asset Management Division

THIS PERMIT INCLUDES AND IS SUBJECT TO THE TERMS AND CONDITIONS AND AMENDMENTS LISTED ABOVE AND BELOW AND TO THE PROVISIONS LISTED UNDER THE "GENERAL PROVISIONS" SECTION HEREIN
SPECIAL CONDITIONS:

1. **County Contract.** Permittee shall abide by all provisions set forth in the Contract. To the extent that any of the provisions of the Contract and this Permit shall have contrary provisions, the terms, conditions, and limitations of the Contract shall prevail.
2. **WaterBus Boarding Locations on Private Docks.** Permittee shall abide by rules and regulations set forth at all WaterBus Schedule Boarding Locations, including without limitations: (a) operating the WaterBus Service in accordance to the WaterBus Schedule Boarding Locations; (b) at location No. 3 (Waterfront Walk): (i) escorting WaterBus passengers to and from the dock gate, and (ii) closing the dock-gangway gate; and (c) at location No. 8 (Del Rey Landing), attending an on-site safety training;

ROE PERMIT NO. RE-XXXX

3. **Additional WaterBus Service.** In addition to providing the WaterBus Service as described in the WaterBus Schedule and Boarding Locations, Permittee shall provide WaterBus Service during the Department sponsored XXX event, at the same dock locations, on the date of XXX.
4. **Los Angeles County Sherriff's Department.** Permittee shall complete the Application and Permit to Conduct a Marine Event within Marina del Rey Small Craft Harbor and return it to the Los Angeles County Sheriffs Department, Marina del Rey Station, before starting any work under this Permit.
5. **Best Efforts to Ensure Public Safety.** Permittee shall exercise all the necessary precautions to safeguard the public from injury. Such precautions shall include without limitation, exercising extra caution when navigating through the area described in Exhibit A as WaterBus Boarding Location No. 4 (Marina "Mother's" Beach), where it is open to swimmers and small vessels such as kayaks and dinghies.
6. **Condition of Premises; Alterations.** Permittee has examined the Premises and is familiar and satisfied with the condition thereof. Permittee accepts the Premises "AS IS" with all faults and without any representation or warranty by County as to its condition or suitability for Permittee's use or any other use thereof, in its present state and condition and waives any and all rights or demands against County for any alteration, repair, modification or improvement thereof. Permittee shall make no alterations or improvements to the Premises without prior written approval from the County. Permittee shall arrange for and bear the cost of all required governmental permits, site preparation, utility installation, surface treatment, Premises containment or enclosure, insurance, and utility service, and other costs of any nature whatsoever that are incurred by Permittee or Permittee Parties or otherwise required in connection with Permittee's activities on the Premises. Permittee shall not be entitled to any reimbursement, credit or offset from County for any of such costs, or for any work performed by or on behalf of Permittee.
7. **Premises Current Condition.** Permittee acknowledges that it examined the Premises and is familiar and satisfied with the conditions thereof.

Prior to starting any work under this Permit, Permittee shall take photos to document the preexisting condition of the Premises, including without limitation, all paved-surface and striping, any dents, divots, and gashes. Such photos shall be submitted to the Right of Entry Permit Administrator no later than one week after they are taken.
8. **No Change to Approved Exhibits.** Permittee shall make no changes to any exhibits, without the prior written approval from the Department. Permittee may request Department's approval for any changes to an exhibit, in writing, by contacting the then right-of-entry permit administrator ("Right of Entry Permit Administrator"). The Department's Right of Entry Permit Administrator is Linda Phan (email: LPhan@bh.lacounty.gov). The Department shall have the right to deny any requests in its sole and absolute discretion.
9. **Working Hours.** All activities under and during the term of this Permit shall be performed within the timeframe stated in the WaterBus Schedule and Boarding Locations ("Working Hours").
10. **No Storage Permitted.** Permittee is strictly prohibited from storing any kind of material or equipment on the Premises at any time,
11. **Premises Prior Conditions.** Permittee shall take photos to document the conditions of the Premises prior to Permittee's work, and submit such photos to the Department within one week after they were taken.
12. **Best Efforts to Minimize Negative Impact.** Permittee shall minimize the negative impact on any of the County's operations, including without limitation ensuring that all vehicles and equipment belonging to Permittee, its agents, employees, contractors, subcontractors, invitees, visitors, servants, and anyone holding under the Permit (collectively, "Permittee Parties") do not block any driveways, entrances or exits, parking spaces, emergency access ways or bike paths, except as expressly permitted under this Permit. Emergency vehicles must be able to navigate safely and freely in and out of the Premises at all times.
13. **Advertising and Marketing Materials.** Permittee shall not exhibit or permit any Permittee Party to exhibit any advertising signs or other marketing material on the Premises, other than signs displaying the name and



ROE PERMIT NO. RE-XXXX

telephone number of Permittee or information permanently affixed to Permittee's or Permittee Parties' vehicles, unless prior written approval of the Director of the Department is first obtained.

14. **Public Courtesy.** Permittee shall conduct work in a courteous, non-profane, and first-class workmanlike manner. Permittee shall not interfere with the use of the Premises by the County or the public, except as herein permitted. Permittee shall promptly remove or cause to be removed from the Premises all Permittee Parties that fail to conduct activities in the manner heretofore described.
15. **Parking.** Permittee is not granted parking privileges on the Premises or at any County parking lots. Permittee Parties shall pay the posted parking lot entry fee for each vehicle upon entry into the Premises or any other County parking lots and shall obey all posted parking lot rules and regulations. Any vehicles found without the valid-paid parking permit clearly visible and appropriately displayed on the left side of the dashboard will be subject to a SIXTY-THREE DOLLAR (\$63) parking citation or such fine as may be in force and effect at the time of citation issuance. Citations will not be waived under any circumstances.
16. **County Not Responsible for Permittee's Property.** Permittee understands and agrees that County shall not be responsible for any theft of or damage to the equipment, tools, vehicles, materials or other property of any Permittee Party or for any personal injury associated with any Permittee Party's entry onto the Premises or incurred in connection with the work under this Permit. Permittee shall indemnify, defend, and hold harmless the County for any and all claims, liabilities, damages, losses, costs and expenses (including without limitation, legal fees and costs) incurred by or brought against County in connection with or related to any of the matters set forth in the immediately preceding sentence.
17. **General Maintenance.** Permittee's general maintenance of the Premises shall include without limitation: (a) on a daily basis, removing all trash, debris or other materials generated in connection with the work under this Permit; (b) removing any graffiti tagged on the Premises or the property of Permittee or Permittee Parties within 24 hours after the earlier of the discovery of such graffiti by Permittee or Permittee Parties or the receipt of notice from the Department; (c) promptly repairing or replacing all damaged property caused by Permittee or Permittee Parties as soon as Permittee is aware of the damage but not later than five (5) calendar days after receipt of notification from the Department; (d) keeping the Premises affected by Permittee's work under this Permit and any of its property on the Premises in good working order, and maintaining such property in a neat, clean, and orderly condition at all times; (e) not permitting graffiti, rubbish, garbage, etc., to accumulate; (f) not using or allowing the use of the Premises for any illegal or unauthorized purpose; and (g) complying with all federal, state, and local laws, statutes, and ordinances concerning the Premises and the use thereof.
18. **Repair and Restoration of Premises.** Permittee shall repair all damage caused by Permittee's work under this Permit, and restore the Premises to a substantially similar or better condition than it was at the time Permittee first entered the Premises. Such repair and restoration to the Premises shall include without limitation: (a) repairing or replacing all damaged property caused by Permittee or Permittee Parties; (b) removing all Permittee's property from the Premises; and (c) removing all trash or debris and returning the Premises in a broom-clean condition.

The Department shall have the right to inspect and require Permittee to perform further repair or restoration work if it deems the initial repair or restoration to be unsatisfactory.

19. **Permit Extension for Repair and Restoration Purpose.** Following the Expiration Date, the Permit may be automatically extended with the terms and conditions set forth herein, for the limited purposes of Permittee's repair and restoration work as required in above Special Condition No. 18 (if required by County).
20. **Failure to Comply with Permit's Terms and Conditions.** The failure of Permittee to comply with all terms and conditions of this Permit, including without limitation, these Special Conditions or the General Provisions set forth below, shall constitute a material breach of this Permit by Permittee and shall entitle County, in addition to any other rights or remedies, to immediately terminate or suspend this Permit.



ROE PERMIT NO. RE-XXXX

GENERAL PROVISIONS

1. **Notification to Permittee's Parties.** Permittee shall be responsible for informing Permittee Parties of the conditions of this Permit, and that a copy of this Permit shall be given to the contractor(s) and any subcontractor(s). Further, a copy of this Permit shall be kept at the work site at all times during the term of this Permit.
2. **Additional Conditions.** This Permit is subject to additional conditions that the Director of the Department or his representative may issue during the term of this Permit. When possible, such additional conditions shall be delivered in writing to the address or email address shown on the first page of this Permit.
3. **Compliance with other Permits and Approvals.** Permittee is advised that performance of the work under this Permit may require permits, approvals, waivers or recommendations from those regulatory agencies having jurisdiction thereof, including without limitation, the United States Army Corps of Engineers, the California Coastal Commission, and/or the California Department of Transportation. Permittee shall obtain all required permits, approvals, waivers or recommendations prior to commencing work, and shall keep and perform all provisions contained therein.
4. **Provide Department with all other Permits and Approvals.** Permittee shall provide the Department with a copy of all permits, approvals, waivers, or recommendations for the work under this Permit (including any and all extensions, updates, amendments or addenda) issued or to be issued to Permittee by any regulatory agency. Prior to the commencement of work under this Permit, Permittee shall demonstrate to the satisfaction of the Department that it has obtained and will maintain for the duration of this Permit, all permits, approvals, waivers or recommendations necessary for the work on the Premises, and other related work to be performed by Permittee on any other surrounding land. Failure to comply with this condition shall constitute a material breach of contract upon which the Department may immediately terminate or suspend this Permit.
5. **Compliance with Law.** Permittee shall, at its sole expense, comply with, and cause all Permittee Parties to comply with, all applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of County, City, State, the United States of America, the California Coastal Commission and/or other governmental or quasi-governmental entities ("Applicable Laws") or of any other person or entity (including without limitation, relevant provisions of the Americans with Disabilities Act ("ADA"), in effect during the term hereof, regulating the use, occupancy or improvement of the Premises.

Permittee also hereby warrants and represents that it shall comply with all federal, state, and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal, release or effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.
6. **Best Management Practices.** Permittee shall be responsible for the selection and implementation of Best Management Practices ("BMPs") to prevent contamination of the Premises, adjacent land, water, or local sand. Such BMPs shall include without limitation, placing oil absorbent pads under all vehicles and equipment, and having absorbent material readily available to prevent any hazardous runoff or spill.
7. **Right of Use.** Permittee acknowledges that this Permit is issued to Permittee for the intended activities, and is not intended to create, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, association or landlord/tenant, as between County and Permittee. It is expressly understood by Permittee that in allowing the right to use the Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use the Premises pursuant to this Permit is only a nonexclusive, revocable and un-assignable license to conduct work in accordance with the terms and conditions of this Permit.
8. **No Improvements Permitted.** Permittee shall not construct or place any improvements on the Premises.



ROE PERMIT NO. RE-XXXX

9. **Permittee's Right to Terminate.** Permittee may terminate this Permit at any time by giving County no less than thirty (30) calendar days' advance written notice of intention to terminate. However, such termination shall not be effective unless Permittee has complied with all of the following:
- Permittee shall vacate the Premises, including the removal of all equipment and property of Permittee and Permittee Parties and return the Premises in the condition required under this Permit. Permittee acknowledges that it shall be responsible for all costs of vacating the Premises.
 - Permittee shall have performed all of its obligations under this Permit with respect to the work performed prior to such termination or required to be completed by Permittee notwithstanding such termination, including without limitation, all repair and restoration obligations under this Permit and any additional work required to be performed pursuant to Special Condition No 18.
 - An authorized County representative shall have the right to inspect the Premises for compliance with this Permit. Until such compliance is confirmed in writing by an authorized County representative, Permittee shall continue to be responsible for the condition of the Premises.
10. **County's Right to Terminate.** Except as otherwise provided for immediate termination for a material breach of this Permit, County may terminate this Permit at any time by giving Permittee thirty (30) calendar days' written notice of termination. Upon termination for any reason, Permittee shall vacate the Premises as required under this Permit. Permittee agrees that if it fails to vacate and return the Premises to County as herein provided, then County or its authorized agents may enter upon the Premises, remove Permittee's personal property therefrom and perform any obligations of Permittee that Permittee fails to perform hereunder. Permittee shall reimburse County for all expenses incurred by the County pursuant to the immediately preceding sentence, plus interest at the maximum rate allowed by law, accruing from the day County incurred the expense until such time as the principal and interest are fully paid. Permittee waives any and all claims for damages against the County, its officers, agents, or employees in connection with any such termination. This paragraph shall be in addition to, and no term or provision of this Permit shall be deemed a waiver of, any rights of the County to demand and obtain possession of the Premises in accordance with law, if Permittee violates any term or condition of this Permit.
11. **County's Right to Terminate or Temporarily Suspend.** It is understood and agreed that County may terminate or temporarily suspend this Permit immediately upon notice to Permittee to allow the performance of work by County, its officers, agents, and employees, necessary to protect or safeguard persons or property, including without limitation the Premises, from impending danger, hazard, or harm; provided, however, that County shall have no duty, obligation or responsibility with respect to any such dangers, hazards or harms, or with respect to any such protections or safeguards.
12. **Complete Agreement.** This Permit constitutes the entire agreement of the parties with respect to the subject matter hereof. This Permit supersedes all oral and written agreements and understandings made and entered into by the parties before the date hereof. This Permit may be modified only by a written agreement executed by the parties.
13. **Permittee's Waiver and Release.** Permittee hereby waives, and releases County from and against, any and all claims or liabilities for damage to the Premises or injuries to persons that may arise from or be incidental to this Permit or the use and occupancy of the Premises by Permittee or Permittee Parties, or for damages to the property of Permittee or Permittee Parties, or for injuries to Permittee or Permittee Parties or any other person.
14. **Indemnification and General Insurance Requirements.** Except for such claim, liability or financial loss or damage caused by the sole negligence or willful misconduct of the County, as determined by final arbitration or court decision or by agreement of the Parties, Permittee shall protect, indemnify, defend (with counsel reasonably satisfactory to County), and hold harmless County, its Special Districts, elected and appointed officers, employees and agents, from and against any and all liabilities, demands, claims, injury, illness or death, causes of action of any nature or character whatsoever, losses, damage to or destruction of property arising out of or in any way connected to this Permit, fees, costs, and expenses (including court costs, attorney and expert witness fees, and other litigation costs) that arise from or are related to the entry by, or the activities of,



ROE PERMIT NO. RE-XXXX

Permittee or Permittee Parties, or connected with the design, construction, or the use or operation of the work under this Permit, on the Premises or any adjacent or surrounding property.

Such indemnification shall survive in its entirety the termination, suspension, or revocation of this Permit, and shall remain in full force and effect in perpetuity, unless agreed to otherwise in writing by the County.

Without limiting the indemnification or other obligations and liabilities of Permittee under this Permit, Permittee shall, at its own expense, maintain in full force and effect, and require its contractors to maintain in full force and effect, at all times during the term of this Permit (and including any period after the expiration or termination of this Permit prior to when Permittee completes all of its repair, restoration or other obligations under this Permit), a policy or policies of insurance covering the Premises affected by Permittee's work under this Permit and Permittee's use and occupancy of the Premises. Such insurance shall be provided by insurer(s) satisfactory to the County. Permittee, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (i.e., self-funding of its liabilities), subject to County's prior approval. Permittee shall deliver to the Department evidence of such insurance coverage or documentation evidencing self-funding and obtain County's approval thereof prior to any entry onto the Premises or the performance of any work under this Permit.

Immediately upon execution of this Permit, Permittee shall deliver to County a certificate evidencing coverage or documentation evidencing self-insurance. Permittee's failure to so deliver such evidence of insurance or self-insurance shall be a material breach of this Permit and entitle County to immediately terminate or suspend this Permit.

At all times during the term of this Permit, Permittee shall cause its contractor(s), including any subcontractor(s), to provide and maintain the following programs of insurance coverage. Such insurance shall provide, at a minimum, all of the following:

- (a) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively, "**County and its Agents**") as additional insureds with limits of not less than:

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

The Products/Completed Operations coverage shall continue to be maintained in at least the amount indicated above for at least two (2) years from the date when work under this Permit is completed and accepted by Permittee.

- (b) County and its Agents shall be provided additional-insured status under Permittee's and contractor(s) and/or subcontractor(s)' General Liability policies with respect to liability arising out of Permittee's and its contractors' and subcontractors' ongoing and completed operations performed on the Premises. County and its Agents' additional-insured status shall apply with respect to liability and defense of suits arising out of Permittee's acts or omissions, whether such liability is attributed to Permittee or to the County. If County is not named as an additional insured in the original general liability policy, Permittee shall obtain an endorsement to satisfy this provision.
- (c) This Permit No. **RE-014-17** is included as part of the insured premises, to be evidenced by an endorsement or a similar instrument. (If the Premises and this Permit is not named as an additional insured in the original policy, Permittee shall obtain an endorsement to satisfy this provision.)
- (d) 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 Permittee's use of autos pursuant to this Permit, including owned, leased, hired, and/or non-owned autos, as each may be applicable.



ROE PERMIT NO. RE-XXXX

- (e) Workers' Compensation and Employers' Liability insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, which includes without limitation Employers' Liability coverage with limits of not less than \$1 million per accident and which specifically covers the persons and risks involved in this Permit. Permittee understands and agrees that all persons furnishing services pursuant to this Permit are, for purposes of Workers' Compensation liability, employees solely of Permittee and not of County. Permittee shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

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.

All policies of insurance or comparable programs of self-insurance shall be with a company or companies authorized by law to transact insurance business in the State of California.

Copies of certificates of insurance or other proof of insurance coverage by Permittee and its contractors shall be delivered by Permittee to:

County of Los Angeles
Department Beaches and Harbors
Asset Management Division
Attention: Right of Entry Permit Administrator
13837 Fiji Way
Marina del Rey, CA 90292

Permittee also shall promptly report to County: (a) any personal injury or property damage accident or incident, including without limitation any injury to an employee or agent of Permittee or Permittee Parties occurring on the Premises or in connection with the work under this Permit; and (b) any third-party claim or suit filed or threatened against Permittee or any Permittee Party that arises from or relates to this Permit.

Failure on the part of Permittee to procure or maintain required insurance or to verify its contractors' required insurance shall constitute a material breach of this Permit, entitling County to immediately terminate or suspend this Permit.

Upon renewal of any of the policies of insurance, Permittee shall furnish to County a Certificate of Insurance evidencing Permittee's continued insurance coverage. Permittee shall ensure that County shall be given notice in writing at least 30 days in advance of cancellation or modification of each such policy.

Permittee shall provide, or ensure that County shall be given, written notice of cancellation or any change in the above-noted minimum requirements, including insurer, limits of coverage, and 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. Permittee's failure to so provide such written notice of cancellation or any change in the above-noted minimum requirements shall constitute a material breach of this Permit, upon which County may immediately terminate or suspend this Permit.

15. **Environmental Matters.** Permittee hereby warrants and represents that it and the Permittee Parties shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.



ROE PERMIT NO. RE-XXXX

Permittee shall protect, indemnify, defend, and hold harmless County and the County's Special Districts, elected and appointed officers, employees, agents and contractors against any and all losses, liabilities, claims and costs (including reasonable attorneys' fees and costs) to the extent arising from the breach of any warranty or agreement contained in this environmental-matters General Provision by Permittee or Permittee Parties.

The County may at any time and from time to time, and at its sole discretion, enter upon the Premises to conduct, or have conducted, environmental site assessments. If such an assessment indicates a violation of this environmental-matters General Provision, County may, at its sole discretion, immediately terminate or suspend this Permit. Permittee shall bear any and all responsibility, expense, and liability incurred in the cleanup and treatment of any hazardous materials or condition found on the Premises caused by Permittee's use, storage, or treatment of any hazardous materials on or within the Premises.

16. **County Lobbyist.** Each "County Lobbyist," as defined in Los Angeles County Code Section 2.160.010, retained by Permittee shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by Permittee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Permit, upon which County may immediately terminate or suspend this Permit.
17. **Surviving Obligations.** Notwithstanding any contrary term or provision of this Permit, no expiration or termination of this Permit shall release or relieve Permittee from: (a) any obligations or liabilities that arise or accrue prior to such expiration or termination; or (b) any obligations or liabilities of Permittee relating to the repair, restoration or surrender of the Premises. Permittee's obligations and liabilities set forth in the immediately preceding sentence shall survive any suspension, expiration or termination of this Permit.
18. **Suspected Fraud.** Permittee shall, and shall direct Permittee Parties to, report any suspected fraud or wrongdoing by any County employee. Such report may be made anonymously, at the County Fraud Hotline (800) 544-6861, or www.lacountyfraud.org.
19. **Appropriateness or Suitability of Permittee's Work.** County makes no representations regarding County's reviews, if any, of any work plans, specifications, or documentation as to Permittee's work, submitted by Permittee or Permittee Parties. Permittee further acknowledges and agrees that the issuance of this Permit to allow for the entry for the work under this Permit, does not constitute any approval, either implied or explicit, on the part of the County, as to the appropriateness or suitability of Permittee's work under this Permit.
20. **Governing Law.** This Permit shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. In the event of any dispute regarding the conditions of this Permit, or the rights or obligations of the parties hereto, such dispute shall be submitted to arbitration in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure Section 1280 et seq.).
21. **Interpretation.** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.



ACCEPTANCE

Permittee represents and warrants that the signatory to this Permit is fully authorized to obligate Permittee hereunder and that all acts necessary for the execution of this Permit have been accomplished.

The undersigned Permittee acknowledges that it has read, understands and agrees to all the terms, conditions, and restrictions contained in this Permit.

PERMITTEE:

Signature: _____

Name in Print: _____

Title: _____

Date: _____

WARNING: COMPLETION OF AN APPLICATION CONFERS NO PRIVILEGES UPON THE APPLICANT. DO NOT ATTEMPT TO ENTER OR USE THE PREMISES UNTIL YOU HAVE RECEIVED A FULLY EXECUTED PERMIT. ANY ATTEMPT TO ENTER OR USE THE PREMISES MAY CAUSE YOUR APPLICATION TO BE REJECTED AND MAY SUBJECT YOU TO CIVIL OR CRIMINAL PROSECUTION.



APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Pricing Schedule
- 2) Organization Questionnaire/Affidavit
- 3) Certification of Compliance
- 4) Request for Preference Consideration
- 5) Debarment History and List of Terminated Contracts
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 7) Minimum Mandatory Requirements
- 8) List of References
- 9) Proposer's Staffing and Work Plan
- 10) Proposer's Qualifications (Background and Experience)
- 11) Quality Control Plan
- 12) Contractor's Administration
- 13) RFP Exception Form
- 14) Declaration

Pricing Schedule

The proposed hours of service will be Friday through Saturdays, 11:00 a.m. to 11:00 p.m.; Fourth of July, 11:00 a.m. to 11:00 p.m.; Thursday concert nights, 5:00 p.m. – 10:00 p.m. and Sundays and Labor Day, 11:00 a.m. to 9:00 p.m. and Department events series (22 additional days), ranging from 10:30 a.m. - 11:00 p.m. The WaterBus service will begin the third Friday in June and continue through Labor Day. Proposers, please fill in the shaded areas below.

Annual Staffing and Hours

Required – Five Contractor Provided Vessels*

Two County Provided Vessels**

Day	<u>Hours</u>		<u>Weeks</u>	<u>Staff/Five Vessels</u>		<u>Total Hours</u>	<u>Staff/Two Vessels</u>		<u>Total Hours</u>
	<u>per Day</u>								
Thursday	5.5	x	12	x	Operators	5 330	Operators	2	132
	5.5	x	12	x	Dockhands	9 594	Dockhands	9	594
	5.5	x	12	x	Evening Dockhand	1 66	Evening Dockhand	1	66
Friday	12.5	x	12	x	Operators	5 750	Operators	2	300
	12.5	x	12	x	Dockhands	9 1350	Dockhands	9	1350
	5	x	12	x	Evening Dockhand	1 60	Evening Dockhand	1	60
Saturday	12.5	x	12	x	Operators	5 750	Operators	2	300
	12.5	x	12	x	Dockhands	9 1350	Dockhands	9	1350
	5	x	12	x	Evening Dockhand	1 60	Evening Dockhand	1	60
Sunday	10.5	x	12	x	Operators	5 630	Operators	2	252
	10.5	x	12	x	Dockhands	9 1134	Dockhands	9	1134
	3	x	12	x	Evening Dockhand	1 36	Evening Dockhand	1	36
<u>Days</u>									
Events***	12.5	x	22	x	Operators	5 1375	Operators	2	550
	12.5	x	22	x	Dockhands	9 2475	Dockhands	9	2475
	5	x	22	x	Evening Dockhand	1 110	Evening Dockhand	1	110
4 th of July	12.5	x	1	x	Operators	5 62.5	Operators	2	25
	12.5	x	1	x	Evening Dockhand	9 112.5	Dockhands	9	112.5
	5	x	1	x	Evening Dockhand	1 5	Evening Dockhand	1	5
Labor Day	10.5	x	1	x	Operators	5 52.5	Operators	2	21
	10.5	x	1	x	Dockhands	9 94.5	Dockhands	9	94.5
	3	x	1	x	Evening Dockhand	1 3	Evening Dockhand	1	3

Annual Proposed Rate – Five Contractor Provided Vessels*

	<u>Operating Hours</u>	<u>Proposed Hourly Rate</u>	<u>Annual Compensation*</u>
Water Bus Operator (Week):	3950	\$	\$
Dockhands (Week):	7450	\$	\$

Annual Proposed Rate – Two County-Provided Vessels**

	<u>Operating Hours</u>	<u>Proposed Hourly Rate</u>	<u>Annual Compensation**</u>
Water Bus Operator:	1580	\$	\$
Dockhands:	7450	\$	\$

Pricing Schedule

Annual Proposed Rate – Maintenance and Storage of two County-Provided Vessels**

	<u>Number of Vessels</u>	<u>Proposed Annual Rate</u>	<u>Annual Compensation</u>
Vessel Storage:	2	\$ 	\$
Vessel Maintenance:	2	\$ 	\$
Total Annual Proposed Compensation:			\$

* The Marina del Rey WaterBus Service, using five vessels provided by the Contractor, will require a minimum of one operator per vessel and one dockhand at each of the nine dock locations to assist in ticketing, collecting fares, boarding and unloading passengers. The Del Rey Landing dock boarding location requires one dockhand and one additional part-time dockhand to assist with boarding at this location. More than one operator may be required depending on the size of the proposed vessels. Please note the County will only pay for ONE operator per vessel. Hours per Day includes 30 minutes for contractor set up/ shut down for operator and dockhand only.

To supplement WaterBus Service, the Contractor will be required to operate two Department-owned vessels at the same hours and staffing as the five Contractor provided vessels. The Contractor will also be required to maintain and store the additional vessels. Proposers shall provide a flat annual fee for routine maintenance and storage of each vessel. Maintenance and storage of the County-provided vessels is further described in Paragraph 5.3.1 of Exhibit A (SOW and Attachments). Repairs should not be included in these rates as they will be billed in accordance with Paragraph 5.9.2 of Appendix A (Contract).

**The hourly rates for operating both Contractor and County-provided vessels will apply to any additional or unforeseen WaterBus service requested by the Department, as described in Paragraph 8.7 of Exhibit A (SOW and Attachments).

***In addition to the Fourth of July hours of service, there are four Department community program event series outside of the summer schedule, totaling approximately 22 additional days during the year that WaterBus service will be required.

Note that the Contractor will only be paid for the actual number of weeks of service provided in any Contract year. Because the total hours of operation will vary by year, County may require increases or decreases in WaterBus service during the term of the Contract, the actual annual compensation is likely to vary from the price quotation. Any additional hours of operation will be compensated at the quoted hourly rates. Any decreases in the hours of operation will result in a corresponding decrease in compensation based on the quoted hourly rates.

REQUIRED FORMS – EXHIBIT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number: _____

1	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State of Incorporation: Year of Incorporation: If Limited Partnership or a Sole Proprietorship: <u>Name of proprietor or managing partner:</u> If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm: _____ _____
4	Has your firm done business under other names within last five (5) years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

REQUIRED FORMS – EXHIBIT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	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".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. _____
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

PROPOSER’S PENDING LITIGATION AND JUDGMENTS

Bidder’s Name: _____

1. PENDING LITIGATION (check one)	YES	NO
If yes, please identify name, case, court jurisdiction and current status of any pending litigation below.	<input type="checkbox"/>	<input type="checkbox"/>
2. JUDGMENTS WITHIN THE LAST FIVE (5) YEARS	YES	NO
If yes, please identify name, case, court jurisdiction and outcome of any judgments against Vendor within last five years.	<input type="checkbox"/>	<input type="checkbox"/>

PENDING LITIGATION				
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	CURRENT STATUS	SIZE/SCOPE OF PENDING LITIGATION

Attach additional pages if necessary

JUDGMENTS WITHIN LAST FIVE (5) YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE

Attach additional pages if necessary

REQUIRED FORMS – EXHIBIT 3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Attestation of Willingness to Consider GAIN/START Participants	<u>Board Policy 5.050</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
6	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
7	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <hr/>

REQUIRED FORMS – EXHIBIT 4

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 5
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name:

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Instructions for Completing Exhibit 6 - CBE Form

Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form.

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer 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 will be at the Director's sole judgment and their judgment will be final.

REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 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.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Male Female
	Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native Americans	% %
Subcontinent Asian	% %
White	% %

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	<p>If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.</p> <p style="text-align: center;"><input type="checkbox"/> Check if not applicable</p>				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

REQUIRED FORMS – EXHIBIT 7

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Proposer's Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0, of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer must demonstrate its ability to provide five vessels for the WaterBus service.	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposer must have at least five years' experience in the field of providing a waterbus or similar transportation service.	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer must have WaterBus operators licensed by the U.S. Coast Guard. A copy of the operator's license(s) must be included in the proposal.	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposers must have a Los Angeles County Business License and a copy must be included in the proposal.	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must demonstrate their ability to maintain a base of operations in Marina del Rey for the WaterBus Service with facilities for docking of the WaterBus fleet, boarding-pass season sales and storage of WaterBus supplies and promotional materials. The base of operations must be established at the start of the Contract.	<input type="checkbox"/>	<input type="checkbox"/>
6	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.	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposer must complete and include with its proposal, Appendix C, Required Forms, Exhibits 1-14.	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Provide 5 references for the same or similar scope of services that were provided by the Proposer during the previous five years. Proposer references will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer may also provide additional references in the event that a reference is non-responsive. It is the Proposer's responsibility to ensure accuracy of the information provided below. County may utilize any reference provided by Proposer (including Public Agencies listed below). Use additional pages if required.

1. REFERENCES – PUBLIC AND PRIVATE

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

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			
Supervisor			
Other:			
Other:			

1b. PRINCIPAL OWNER(S) OF PROPOSER'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. EXPERIENCE AND APPROACH TO CONTRACT REQUIREMENTS:

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

3. OPERATIONAL PLAN. Describe or attach your plan for scheduling WaterBus operators and assistants, including:

- Transporting employees to the job sites and ensuring the sites are stocked with needed supplies;
- Supervising employees to ensure quality service is being provided to the public;
- Scheduling the service within the desired parameters outlined in Paragraph 9.1 (SOW and Attachments), i.e. between boarding locations, how long do you anticipate customers' wait time at each stop? What will you do to ensure shorter wait times? In addition, describe how you will control the passenger count to assure accuracy (including season passes). What process will you use to operate the WaterBus service during peak hours, including the Department's Summer Concert nights and holidays?

4. STORAGE AND MAINTENANCE PLAN. Describe or attach your plan for storing and maintaining the Department-owned vessels including:

- How and where Department vessels will be stored and whether maintenance is performed in-house or contracted out;
- What preventative maintenance methods Proposer will employ to ensure the vessels are maintained within manufacturers' recommended requirements and remain in good operating condition; and
- How needed repairs will be handled.

5. METHODS. Describe or attach a description of the methods your employees will use to provide Contract services, including:

- What methods will you use for ticket control, including sales, counting and handling of money and ensuring that customers ride no more than one trip for each ticket purchased?

- What plans or strategies will you use to promote and advertise the WaterBus service?
 - Include your sample brochure demonstrating how you will advertise and promote the Marina del Rey WaterBus Service.
- What plans, if any, do you have to expand customer service, i.e., enhancing comfort such as cushioned seats, etc.?

6. EMERGENCIES, OVERTIME AND ADDITIONAL EXCURSION REQUESTS. How will you schedule employees to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be? What is your plan to provide and respond to additional WaterBus service requests from the Department?

Proposer's Qualifications (Background and Experience)

1. BACKGROUND. Provide a summary description of your relevant background information demonstrating the Proposer's ability to meet the requirements stated in the RFP, Paragraph 4.0 (Minimum Mandatory Qualifications) and perform the required services as a corporation or other entity.

2. SUPPLIES, MATERIALS AND VESSELS.

- List the make, model and number of operators for each vessel your firm will operate on behalf of the County. Please note that while five vessels are required to perform the requested services, the County will only pay for one operator per vessel. Please indicate the following regarding your vessels:
 - the overall construction quality of the vessels;
 - the performance and speed range of the vessels;
 - are operated with clean fuel or maintain any other environmental standards.
- Indicate whether the vessels to be used for the WaterBus service are consistent in color to each other.
- List the supplies and materials that you will use to perform the Contract work.

3. BASE OF OPERATIONS. Describe your ability to maintain a base of operations in Marina del Rey for the WaterBus Service, including providing facilities for docking of fleet, boarding-pass season sales and storage of supplies and promotional materials.

Please provide the location for your base of operations _____

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

5. How many full-time workers does your firm employ? _____
6. Attach an organizational chart or description of the organization of your firm:
7. **EVIDENCE OF INSURABILITY:** Attach a letter of commitment, binder of certificate of current insurance coverage meeting the limits and other requirements of Paragraph 8.25 of Appendix A, (Contract).

QUALITY CONTROL PLAN

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

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

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:

Name:

Title:

Address:

Telephone:

Facsimile:

RFP EXCEPTION FORM

Proposer's
Name _____

Address _____

Telephone _____

Fax _____

E-mail
Address _____

☐ I have reviewed both Appendix A, 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 _____

REQUIRED FORMS – EXHIBIT 14

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-13 IS TRUE AND CORRECT.

PRINT NAME: _____	TITLE:
SIGNATURE:	DATE:

APPENDIX C

Appendix

C Solicitation Requirements Review (SRR) Request

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>
<div style="display: flex; justify-content: space-between;"> <div>Date SRR Request Received by County:</div> <div>Date Solicitation Released:</div> </div> <div style="border-top: 1px solid black; margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div>Reviewed by:</div> </div> </div>