



DEPARTMENT OF BEACHES & HARBORS

REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES

Prepared By
County of Los Angeles

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	3
3.1 Statement of Work (SOW).....	3
3.2 Contract: County Terms and Conditions	3
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	6
6.0 NOTIFICATION TO PROPOSERS.....	7
6.1 Public Records Act.....	7
6.2 Contact with County Personnel	7
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	10
6.9 County Lobbyist Ordinance	11
6.10 Consideration of GAIN/START Participants for Employment.....	11
6.11 Jury Service Program.....	12
6.12 Living Wage Program.....	12
6.13 Pending Acquisitions/Mergers by Proposing Company.....	14
6.14 Intentionally Omitted	14
6.15 Defaulted Property Tax Reduction Program.....	14
6.16 County’s Commitment to Zero Tolerance Policy on Human Trafficking	15

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
6.17 Integrated Pest Management (IPM) Program Compliance.....	15
6.18 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	15
6.19 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices	16
6.20 Prohibition from Participation in Future Solicitation(s).....	16
6.21 Community Business Enterprise (CBE) Participation	17
6.22 Contribution and Agent Declaration	17
7.0 COUNTY’S PREFERENCE PROGRAMS.....	18
7.1 Overview of County’s Preference Programs	18
7.2 Local Small Business Enterprise (LSBE) Preference Program	18
7.3 Social Enterprise (SE) Preference Program.....	19
7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	19
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program	19
8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION.....	20
8.1 Truth and Accuracy of Representations	20
8.2 Proposers’ Questions	20
8.3 Submission of Application for Exemption to Living Wage Program.....	20
8.4 Mandatory Proposers’ Conference.....	21
8.5 Preparation of the Proposal.....	21
8.6 Firm Offer-Withdrawal of Proposal	30
8.7 Proposal Submission	31
8.8 Proposal Evaluation and Criteria.....	31
9.0 SELECTION PROCESS OVERVIEW.....	33
9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail).....	33
9.2 Selection Process	33
9.3 Labor Law-Payroll Violations.....	34
10.0 PROTEST PROCESS OVERVIEW	34
10.1 Solicitation Requirements Review.....	34
10.2 Disqualification Review	35

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
10.3 Department's Proposed Contractor Selection Review.....	35
10.4 County Independent Review	37

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

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	August 26, 2024
RFP Contact	Jean Dao, via email: Contracts@bh.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	September 09, 2024, 5:00pm PST
Deadline to Register for Mandatory Proposer's Conference	September 05, 2024, 5:00pm PST
Mandatory Proposer's Conference (mandatory in-person)	September 09, 10:30am PST
Written Questions Due	September 09, 2024, 5:00pm PST
Submission of Application for Exemption to Living Wage Program	September 09, 12:00pm PST
Questions and Answers Released via Addendum	September 16, 2024
Proposals Due	September 23, 2024, 5:00pm PST
Anticipated Contract Term	Three years with two one-year renewal options, 6 month-to-month extension options. Please see Sub Paragraph 3.2.1 for further information.
Minimum Mandatory Requirements (MMRs)	Please see Paragraph 4.0 (Proposer's Minimum Mandatory Requirements)

2.0 INTRODUCTION

2.1 The Los Angeles County (County) Department of Beaches and Harbors (Department) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide landscape maintenance on public grounds in Marina del Rey. Qualified organizations may submit a written proposal for a Contract in the form described in this Request for Proposal (RFP). Proposals must be in the form described in this RFP.

The landscape maintenance work will be primarily performed within the public areas of the Marina del Rey Small Craft Harbor, which is managed by the Department. A map showing the boundaries of Marina del Rey is included in Exhibit C (Marina del Rey Area Reference Map) of Appendix A (Contract) of this RFP.

The selected Proposer must provide a qualified arborist as needed by the Department, no less than six (6) times per year to survey the condition of trees located on public grounds in Marina del Rey.

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

- Mow, edge, aerate, renovate, and reseed turf;
- Prune and trim shrubs;
- Remove dead plants;
- Replace annuals and perennials;
- Water, cultivate, and fertilize the landscaping;
- Control weeds;
- Protect plants from harmful insects;
- Pick up and remove turf and plant cuttings, thatch, dead leaves, litter and debris;
- Empty, clean, and replace trash containers;
- Clean dog waste stations, replace dog waste bags, and empty waste receptacles;
- Clean park picnic shelters, dog run areas, and barbeque pits;
- Clean patios, walks, curbs, gutters, drains and signs;
- Clean parking lots in those areas that are inaccessible to street sweepers;
- Repair or replace inoperable irrigation equipment;
- Perform general park maintenance during Department summer and winter events; and
- Perform tree surveys at least six (6) times per year.

The awarded Contract will be subject to Los Angeles County's Living Wage Program, County Code Chapter 2.201, requiring the Contractor to pay its employees a living wage. The provisions of the program are discussed in Paragraph 6.12 of the RFP.

- 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 Landscape Maintenance Services on behalf of the Department in accordance with the staffing requirements as outlined in Exhibit A (SOW and Attachments), Paragraph 5.3, of Appendix A (Contract) of this RFP. Qualified companies may submit a written Proposal to provide such services. Proposals must be in the form described in this 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 two 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. In addition to such renewal option terms, the Director may extend the final Contract term on a month-to-month basis for up to six months, at his/her sole discretion. The contract is anticipated to commence on March 1, 2025, following Board of Supervisors' (Board) award.

3.2.2 Contract Rates

The Contractor will be compensated in accordance with the rates proposed on Exhibit 10 (Pricing Schedule) in Appendix B (Required Forms) of this RFP, including the hourly rate for additional work done at the request of the Department.

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Contract and may be increased annually thereafter, in the option years, at the sole discretion of the Director of the Department.

the Director so decides, the Contract amount may be adjusted after the initial three years of the Contract term based on the increase or decrease the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties.

3.2.3 Days of Operation

The Contractor will be required to provide landscape maintenance services seven days per week between the hours of 6:00 a.m. to 3:00 p.m. The Contractor may be required to provide services on County-recognized holidays. The County's Contract Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

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 mandatory requirements at the time of proposal submission:
- Proposers must have a minimum of five (5) years' experience within the last ten (10) years performing landscaping maintenance service contracts for governmental and/or private organizations.
 - Proposers must provide a supervisor who has a minimum of two (2) years' experience relative to the scope of work included in this RFP.
 - Proposers must include a staffing plan that ensures staffing needs are met for the delivery of duties as outlined in Exhibit B (Landscape Maintenance Services – Tasks) of Appendix A (Contract) of this RFP.
 - Proposers must include verification of the following licenses with the proposal submission:
 - A valid C-27 Landscape Contractor's License;
 - A valid California Pest Control Business License; and
 - A valid registration with the Los Angeles County Agricultural Commission.
 - Proposers must complete and return the required Exhibits 1-19 of Appendix B (Required Forms) of this RFP with their proposal.
- 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).
- 4.4** Proposer must have attended the Mandatory Proposer's Conference identified in Paragraph 8.4 (Mandatory Proposer's Conference).
- 4.5** Proposer must provide five (5) references and ensure that at least one (1) of them is responsive when contacted by the County.

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, Contracts Administrator
Contracts@bh.lacounty.gov

Landscape Maintenance Services RFP (in subject line)

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 County 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)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

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 2 (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. 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 Board 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 2 (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 2 (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 2 (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 Living Wage Program

6.12.1 The prospective contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should reference the Living Wage Ordinance and Paragraph 9.1 (Compliance with the County's Living Wage Program) in Appendix A (Contract). The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

6.12.2 The Living Wage Program requires Contractors and their Subcontractors to pay their full time and part-time employees providing services to the County no less than a living wage. Contractors must pay employees a Living Wage for services provided to the County of no less than the hourly rates, effective as follows:

Effective Date	Hourly Rate
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Every January 1, the Living Wage rate is adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles- Long Beach-Anaheim Area County Area for the 12-month period preceding July 1 of each year.

6.12.3 If the contract involves the provision of services which were previously provided under a contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The Contractor may not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

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

6.12.4.1 At any time during the term of the contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.

6.12.4.2 The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County provided

notices to each of its employees providing services to the County at least once per year.

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

6.12.6 Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202.

6.13 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 1 (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 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.14 Intentionally Omitted

6.15 Defaulted Property Tax Reduction Program

6.15.1 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 Reduction 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.

6.15.2 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 2 (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).

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

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

- 6.16.1** 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.

- 6.16.2** Contractors are required to complete Exhibit 2 (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.

6.17 Integrated Pest Management (IPM) Program Compliance

- 6.17.1** The County is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the implementation of an Integrated Pest Management Program (IPM Program) crafted to reduce the impact of pesticides and fertilizers to surface water.

- 6.17.2** The prospective contract is subject to the requirements of the County's IPM Program. Two main components of the Program include a training component for Contractor employees who apply pesticides on County owned or maintained property, as well as monthly and annual reporting to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM).

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

- 6.18.1** 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).

- 6.18.2** 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.
 - 6.18.3** 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.
 - 6.18.4** 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.
- 6.19 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**
- 6.19.1** 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.
 - 6.19.2** Contractors are required to complete Exhibit 2 (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.

6.20 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. (Los Angeles County Code, Chapter 2.202).

6.21 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 5 (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.

6.22 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the

declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

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 3 (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 3 (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 3 (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 Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

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 one hundred eighty (180) 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, Contracts Administrator
Contracts@bh.lacounty.gov

Landscape Maintenance Services 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 Submission of Application for Exemption to Living Wage Program

8.3.1 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete Exhibit 11 (Living Wage Program - Application for Exemption), in Appendix B (Required Forms), and submit to the County, by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets the exception to the Living Wage Program. The County's decision will be final.

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

8.4 Mandatory Proposers' Conference

8.4.1 A Mandatory Proposers' Conference will be held to discuss the RFP and Living Wage Requirements. County staff will respond to questions from potential Proposers. If mandatory, all potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

September 9, 2024
10:30 A.M PST
The Boathouse, Conference Room 1a
Burton Chace Park
13575 Mindanao Way
Marina del Rey, CA 90292

8.4.2 A Mandatory Site Visit of the Marina del Rey public grounds will occur immediately after the Mandatory Proposer's Conference as identified in Paragraph 1.0, RFP Timetable. The Mandatory site visit will consist of an overview of the service area included in this RFP.

Transportation will be provided by the County. At a minimum one representative, but no more than two persons from each firm, must attend the site visit.

8.4.3 To **register** for the Mandatory Proposer's Conference, Proposers are required to submit a list of attendees by September 05, 2024 at 5 p.m. PST to Jean Dao, Contracts@bh.lacounty.gov.

8.5 Preparation of the Proposal

All proposals must be submitted, via electronic mail (e-mail) to: Contracts@bh.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as nonresponsive without review at the County's sole discretion.

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:

8.5.1 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.

8.5.2 Table of Contents

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

8.5.3 Executive Summary

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

8.5.4 Required Forms

Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms), including the below:

8.5.4.1 Exhibit 1 - Organization Questionnaire/Affidavit

The Proposer must complete the Organization Questionnaire/Affidavit (Exhibit 1). **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Proposer's Pending Litigation and Judgments:

The County will conduct a review of Proposer's pending litigation and judgments. Proposer must identify by name, case and court jurisdiction of any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must 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.

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.

8.5.4.2 Exhibit 2 - Certification of Compliance

Proposer certifies compliance with all programs, policies, and ordinances by completing Certification of Compliance (Exhibit 2).

8.5.4.3 Exhibit 3 - Request for Preference Consideration

Proposers requesting preference consideration must complete Request for Preference Consideration (Exhibit 3).

8.5.4.4 Exhibit 4 - Debarment History and List of Terminated Contracts

The County will conduct a review of Proposer’s terminated contracts and debarment history. Proposer must complete the Prospective Debarment History and List of Terminated Contracts (Exhibit 4) in Appendix B of this RFP. The listing must include contracts terminated within the past five (5) years with a reason for the termination.

8.5.4.5 Exhibit 5 - Community Business Enterprise (CBE) Information

Proposer must complete Community Business Enterprise (CBE) Information (Exhibit 5).

8.5.4.6 Exhibit 6 - Minimum Mandatory Requirements

County will review the Proposer’s Required Forms and determine if the Proposers meets the minimum mandatory qualification as outlined in Paragraph 4.0 of this RFP. Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.5.4.7 Exhibit 7 - List of Public Entities

Proposer must complete the List of Public Entities form (Exhibit 7) of Appendix B (Required Forms). The listing must include all contracts with public entities for the last five years. Proposer may use additional sheets, if necessary.

8.5.4.8 Exhibit 8 - List of References

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 at least 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. Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) 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;
2. References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled services;
3. The Department is unable to reach the point of contact with reasonable effort (8:00 a.m. to 5:00 p.m., Monday through Thursday). It is the Proposer's sole responsibility to inform the point of contact of the normal working hours.

8.5.4.9 Exhibit 9 - Contribution and Agent Declaration Form

The Levine Act (Government Code Section 84308) requires proposers to disclose information about contributions made. Proposers must complete the Contribution and Agent Declaration Form (Exhibit 9).

8.5.4.10 Exhibit 10 - Pricing Schedule

Complete and sign the Pricing Schedule (Exhibit 10). The price quote should reflect Proposer's hourly rates and annual staffing hours and cost to provide daily landscape maintenance services.

Additionally, an hourly rate for additional work will also be provided. The rates submitted must provide full compensation to the Contractor including any benefits, direct, and indirect costs, overhead, profit and support staff costs. It is the responsibility of the Proposer in calculating the proposal price to take into consideration the possible escalation of wages, material and other costs during the Contract term, including any option year.

8.5.4.11 Exhibit 14 - Proposer's Qualifications

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.

A. Proposer's Background and Experience

- Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum mandatory qualifications stated in Paragraph 4.0 of this RFP and has the capability to perform the required services as a corporation or other entity;
- Narrative of Proposer's background and experience and how it is specifically related to the landscape maintenance services requested in this RFP;
- Location of main office and local office;
- Number of full-time workers employed;
- Copies of required licenses held by Proposer as stated in Paragraph 4.0, Minimum Mandatory Requirements;
- Description of organizational structure and number of employees;

- 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 outlined in Paragraph 8.25 (Insurance Requirements) of Appendix A (Contract).

B. Proposer's Financial Capability

- 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 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.

8.5.4.12 Exhibit 15 – Proposer's Staffing and Work Plan

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 (Statement of Work), consistent with the Contract work describing:

- Resumes of Proposer, Proposed Contractor Project Manager who will be assigned to the Contract, Proposer's staff and supervisor(s), including experience of key employees, who will be responsible for planning, supervising, and inspecting the Contract work;
- How Proposer will specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit B, Landscape Maintenance Service - Tasks;
- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working;

- Description of proposer’s vehicles, supplies, uniforms, badges and materials and how they will be used to meet the Contract work requirements;
- Proposer’s method to provide the Contract services, including staffing and handling emergency requests from the Department;
- Proposer’s training provided to its staff, including orientation, use of chemicals, how Contractor will comply with County’s Integrated Pest Management Program and safety usage of equipment.

8.5.4.13 Exhibit 16 - Quality Control Plan

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 a comprehensive QCP 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.

8.5.4.14 Exhibit 18 – Submittal Requirements Checklist

Proposer must complete and return the Submittal Requirements Checklist. (Exhibit 18)

8.5.4.15 Exhibit 19 – Declaration

Proposer must complete and sign the Declaration (Exhibit 19).

8.5.4.16 Contractor's Administration

The Proposer must complete Contractor's Administration, Exhibit E, and designate the Contractor's Project Manager, who will be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

8.5.4.17 Contract Signature Page

Proposer must return signed copy of the Contract Signature Page with its proposal.

8.5.4.18 Acknowledgement of Addenda Received

Proposer must acknowledge any addenda received in accordance with Paragraph 5.4 of the RFP.

8.5.5 Living Wage Compliance

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

The Living Wage Forms in Appendix B, Required Forms, should be completed, signed, and included in the Proposal.

8.5.5.1 Exhibit 11 - Living Wage Program - Application for Exemption

If Proposer believes it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete and submit no less than 10 days prior to submission of the proposal, Exhibit 11, Living Wage Program - Application for Exemption, and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable.

8.5.5.2 Exhibit 12 - Living Wage Program - Staffing Plan

Proposer must submit a staffing plan, Exhibit 12 (Living Wage Program Staffing Plan) of Appendix B (Required Forms). The Proposer will be required to utilize full-time employees to provide services under the contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer proposes to use non full-time employees to provide services under the contract, a written request justification, and all

necessary documentation to substantiate the request must be submitted with its proposal. The County will determine, in its sole discretion, whether the Proposer may use non full-time employees to provide services under the contract. The County's decision will be final. Proposer should consider Landscape Maintenance Service - Tasks, Exhibit B, when completing Exhibit 12.

8.5.5.3 Exhibit 13 - Living Wage Program – Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance & Demonstrated Controls over Labor-Payroll Record Keeping and Regulatory Compliance

The Proposer, using Exhibit 13 of Appendix B (Required Forms), must submit procedures and the internal controls established to ensure compliance with State and Federal labor regulations and record keeping requirements, including but not limited to a detailed narrative of the following:

- 1) Methodology for tracking/documenting employee work hours from start of shift until completion of work shift including mandated breaks and travel time, when applicable. The detailed narrative should explain the documentation maintained actual time worked and the frequency of monitoring. Provide a copy of these records.
- 2) Payroll record keeping system and process utilized to ensure that employee wages are appropriately paid. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how is the payroll calculated and total wages paid?
- 3) Proposer's efforts to ensure the company is updated with State and Federal labor regulations and record keeping requirements.

8.5.6 Exhibit 17 - Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments

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 17 (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.

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.

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.

8.6 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.

8.7 Proposal Submission

Proposals must be submitted as follows:

- 8.7.1** 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 Landscape Maintenance Services

- 8.7.2** No hard copies delivered in person or facsimile (faxed) responses will be accepted. Proposals must be emailed as an Adobe Portable Document (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.

- 8.7.3** Proposers must also include a redacted Proposal in searchable Adobe Portable Document Format (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.

- 8.7.4** 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.

- 8.7.5** All proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

8.8 Proposal Evaluation and Criteria

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The Evaluation Committee will rate Proposals on a point system, subject to the County's right to disqualify incomplete and inadequate Proposals. Scoring will be based on information received from the Proposers. The Evaluation Committee will award the number of points it deems fair and appropriate within the

range of possible scores for each scoring category and will assign a composite score to each qualifying Proposal based upon the following weighted criteria:

- Proposal Pricing Schedule– 40 percent
- Proposer’s Approach to Contract Requirements – 25 percent
- Proposer’s Experience and Organizational Resources – 15 percent
- Proposer’s Quality Control Plan – 10 percent
- Living Wage Compliance – 10 percent

8.8.1 Proposal Pricing Schedule (40%) – Exhibit 10 (Pricing Schedule) in Appendix B (Required Forms)

The annual cost to provide landscape maintenance services will be evaluated, with the maximum number of possible points awarded to the lowest cost proposal. All other proposals will be compared to the lowest proposal price and points will be awarded accordingly.

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

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

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

8.8.2 Proposer’s Approach to Contract Requirements (25%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County’s requirements, the Proposer’s Staffing and Work Plan and the Proposer’s ability to respond appropriately to the contract’s requirements based on the Proposer’s Staffing and Work Plan (Exhibit 15) of Appendix B of this RFP.

8.8.3 Proposer’s Experience and Organizational Resources (15%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided to Proposer’s Qualifications (Exhibit 14) of Appendix B of this RFP.

8.8.4 Proposer’s Quality Control Plan (10%)

Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (Exhibit 16) of Appendix B of this RFP to ensure the requirements of this Contract are provided as specified.

8.8.5 Living Wage Compliance (10%)

A review and evaluation will be made based on the information provided in Paragraph 8.5.5 (Living Wage Compliance) of the proposal and in Exhibits 11 (Living Wage Requirements – Application for Exemption), 12 (Living Wage - Staffing Plan), and 13 (Living Wage Program – Contractor Non Responsibility Debarement Acknowledgement and Statement of Compliance & Demonstrated Controls Over Labor-Payroll Record Keeping and Regulatory Compliance) of Appendix B (Required Forms) of this RFP.

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the minimum 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.

9.2 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.

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Proposal Requirements and Evaluation). All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

Determination of Highest-Overall Rated Proposer

The County will combine each section in 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.

9.3 Labor Law-Payroll Violations

9.3.1 In evaluating proposals, the County will review a Contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination).

9.3.2 Applying criteria as established in Appendix E (Guidelines for Assessment of Proposer Labor Law/Payroll Violations) of this RFP, the County may deduct from one (1%) to ten (10%) percent of the maximum number of available evaluation points for labor law/payroll violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a contract is awarded.

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

(PROP-A RFP CONTRACT)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
7.6 Confidentiality.....	11
8.0 STANDARD TERMS AND CONDITIONS.....	11
8.1 Amendments.....	11
8.2 Assignment and Delegation/Mergers or Acquisitions.....	12
8.3 Authorization Warranty.....	13
8.4 Budget Reductions.....	13
8.5 Complaints.....	13
8.6 Compliance with Applicable Laws.....	14
8.7 Compliance with Civil Rights Laws.....	14
8.8 Compliance with the County’s Jury Service Program.....	15
8.9 Conflict of Interest.....	16
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	17
8.11 Consideration of Hiring GAIN/START Participants.....	17
8.12 Contractor Responsibility and Debarment.....	17
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law.....	19
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	19
8.15 County’s Quality Assurance Plan.....	20
8.16 Damage to County Facilities, Buildings or Grounds.....	20
8.17 Employment Eligibility Verification.....	20
8.18 Counterparts and Electronic Signatures and Representations.....	21
8.19 Fair Labor Standards.....	21
8.20 Force Majeure.....	21
8.21 Governing Law, Jurisdiction, and Venue.....	22
8.22 Independent Contractor Status.....	22
8.23 Indemnification.....	23
8.24 General Provisions for all Insurance Coverage.....	23
8.25 Insurance Coverage.....	26
8.26 Liquidated Damages.....	27

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.27 Most Favored Public Entity.....	28
8.28 Nondiscrimination and Affirmative Action.....	28
8.29 Non Exclusivity.....	30
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.....	31
8.35 Prohibition Against Inducement or Persuasion.....	31
8.36 Public Records Act.....	31
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper.....	34
8.40 Subcontracting.....	34
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	35
8.42 Termination for Convenience.....	35
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	37
8.45 Termination for Insolvency.....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance.....	37
8.47 Termination for Non-Appropriation of Funds.....	38
8.48 Validity.....	38
8.49 Waiver.....	38
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.....	39
8.53 Time Off for Voting.....	39
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking.....	39

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.55 Integrated Pest Management (IPM) Program Compliance.....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity	40
8.58 Prohibition from Participation in Future Solicitation(s).....	41
8.59 Injury and Illness Prevention Program	41
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	41
9.0 UNIQUE TERMS AND CONDITIONS	41
9.1 Compliance with the County’s Living Wage Program.....	41
9.2 Local Small Business Enterprise (LSBE) Preference Program	48
9.3 Social Enterprise (SE) Preference Program.....	49
9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	50
9.5 Organic Waste Recycling	50
9.6 Procurement of SB 1383-Compliant Compost and Mulch.....	51
10.0 SURVIVAL.....	51

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Landscape Maintenance Tasks
- C** Marina del Rey Area Reference Map
- D** County’s Administration
- E** Contractor’s Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Living Wage Notice to Employees
- J** Living Wage Notice Posters

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract and Exhibits (“Contract”) made and entered into this ___ day of _____, 2024 (“**Execution Date**”) by and between the County of Los Angeles, hereinafter referred to as “County” and _____, hereinafter referred to as “Contractor” to provide landscape maintenance services on public grounds in Marina del Rey for the Department of Beaches and Harbors.

RECITALS

WHEREAS, the County may contract with private businesses for Landscape Maintenance Services when certain requirements are met; and

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

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

Prop A authorization:

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250, the County may contract with private businesses to perform services when it is more economical or feasible to do so; and

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

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the landscape maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Exhibits A through J 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
Exhibit B	Landscape Maintenance Tasks
Exhibit C	Marina del Rey Reference Map
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Notice to Employees
Exhibit J	Living Wage Notice Posters

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 of Los Angeles acting as governing body.

- 2.1.2 **Chief Deputy** – The Chief Deputy of the Department.
- 2.1.3 **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.
- 2.1.4 **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.
- 2.1.5 **Contractor’s Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **County**: The County of Los Angeles.
- 2.1.7 **County Counsel**: The Los Angeles County Office of the County Counsel.
- 2.1.8 **County’s Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.9 **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.
- 2.1.10 **County’s Project Manager**: Person designated by County’s Project Director to manage the operations under this Contract.
- 2.1.11 **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.
- 2.1.12 **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/>.
- 2.1.13 **Day(s)**: Calendar Day(s) unless otherwise specified.
- 2.1.14 **Department**: The County of Los Angeles Department of Beaches & Harbors, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.15 **Director**: Director of Department.
- 2.1.16 **Evaluation Committee**: The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as a Contractor(s) pursuant to the RFP.
- 2.1.17 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.18 **Living Wage Program:** Mandated by the Los Angeles County Code Chapter 2.201.
- 2.1.19 **Performance Standard:** The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.1.20 **Proposer:** Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.1.21 **Request for Proposals (RFP):** All parts of this document, including its attachments, exhibits, and forms.
- 2.1.22 **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.
- 2.1.23 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.24 **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 Contractor must perform the work set forth in Exhibit A, Statement of Work. 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.
- 3.3 **Re-Award of Contract**

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board, or March 1, 2025, 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 two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option. The Director may also extend the Contract term on a month to month basis subject to the terms and conditions of this Contract.
- 4.3 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.
- 4.4 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 D (County's Administration).
- 4.5 Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the County and the successor contractor access to all information and County facilities necessary to ensure uninterrupted Landscape Maintenance Services.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The net amount the County will expend from its own funds during any Contract year for the Landscape Maintenance Services will not exceed the maximum annual amount provided by Contractor in its Exhibit 10 (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.

5.1.2 Contractor(s) must perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A (Statement of Work), 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 any needed increase in services subject to the availability of funds in the Department's budget.

5.3 Increase or Decrease in Service Area

Should the facilities to be maintained (Statement of Work, Paragraph 8.3) be modified in accordance with Statement of Work, Paragraph 8.1, the Contractor's

compensation will be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs at the effective date of this Contract.

5.4 Additional Work

The Contractor will be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Exhibit 10 (Pricing Schedule) of the proposal. Such additional work will be subject to Paragraphs 5.1 and 8.47. Special events, emergencies and special or unscheduled service will be considered additional work subject to this Paragraph. However, no payment for additional work will be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.5 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.

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

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted on Exhibit 10 will be given during the term of the Contract or any extension period.

5.7 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.

5.8 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 D (County's Administration).

5.9 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.

5.10 Invoices and Payments

5.10.1 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 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.

5.10.2 The Contractor's invoices must be priced in accordance with Exhibit 10 (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.

5.10.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

5.10.4 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

5.10.5 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.

5.10.6 Preference Program Enterprises – Prompt Payment Program

Certified Preference Program 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](#)).

5.11 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

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

- 5.12.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.12.2 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.
- 5.12.3 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.
- 5.12.4 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 D (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 E (Contractor's Administration). 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 E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), 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 Contract 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, who is in a designated sensitive position, as determined by County in County's sole discretion, 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 access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 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 F Contractor 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 or their designee.

- 8.1.2 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 their designee.
- 8.1.3 The Director or their 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 their 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 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same

by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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 ten (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 ten (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 ten (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 ten (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 agreement.

- 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 of Supervisors. 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 "Safely Surrendered Baby Law" poster, in Exhibit G, 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 sent 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, it’s 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 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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each

single accident. Insurance 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 **Unique Insurance Coverage**

- **Professional Liability-Errors and Omissions**

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

- **Pollution Liability**

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

8.26 **Liquidated Damages**

8.26.1 If, in the judgment of the Director, 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 one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work) 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 Section 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 G (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 D (County's Administration) and E (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 their 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 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 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference 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.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must 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 materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board's 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 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 subparagraph 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 this 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 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 [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 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: www.lacountyipm.org.

- 8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:
- The potential for pesticide-related surface water toxicity;
 - Proper use, handling, and disposal of pesticides;
 - Least toxic methods of pest prevention and control, including IPM; and
 - Reduction of pesticide use.
- 8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:
- Product trade name
 - Active ingredient(s)
 - EPA Registration Number
 - Total amount used
- The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 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.

8.57 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.

8.58 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.

8.59 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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the

Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.

- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

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

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

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

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

labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

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

- 1) Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

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

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has

satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

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

3) Termination

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

- **Debarment**

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

9.1.8 Use of Full-Time Employees

The Contractor must assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is

understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

- The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - 1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - 2) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - 3) Who is or will be terminated from their employment as a result of the County entering into this Contract.
- The Contractor will not be required to hire a retention employee who:
 - 1) Has been convicted of a crime related to the job or his or her performance; or

2) Fails to meet any other County requirement for employees of a Contractor.

- The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **Local Small Business Enterprise (LSBE) Preference Program**

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

9.2.2 The Contractor 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.

9.2.3 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.

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

9.3 Social Enterprise (SE) Preference Program

9.3.1 This Contract is subject to the provisions of the County’s ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.3.2 Contractor 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.

9.3.3 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 SE.

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

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.4.2 Contractor 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.

9.4.3 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.

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

9.5 Organic Waste Recycling

9.5.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.

9.5.2 The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify means for proper management, through

composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

9.5.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to compost the acceptable materials.

9.5.4 The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.6 Procurement of SB 1383-Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement 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 Laws
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 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
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:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B LANDSCAPE MAINTENANCE SERVICES TASKS
- C MARINA DEL REY REFERENCE MAP
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H PAYROLL STATEMENT OF COMPLIANCE
- I LIVING WAGE NOTICE TO EMPLOYEES
- J LIVING WAGE NOTICE POSTERS

LANDSCAPE MAINTENANCE SERVICES - TASKS

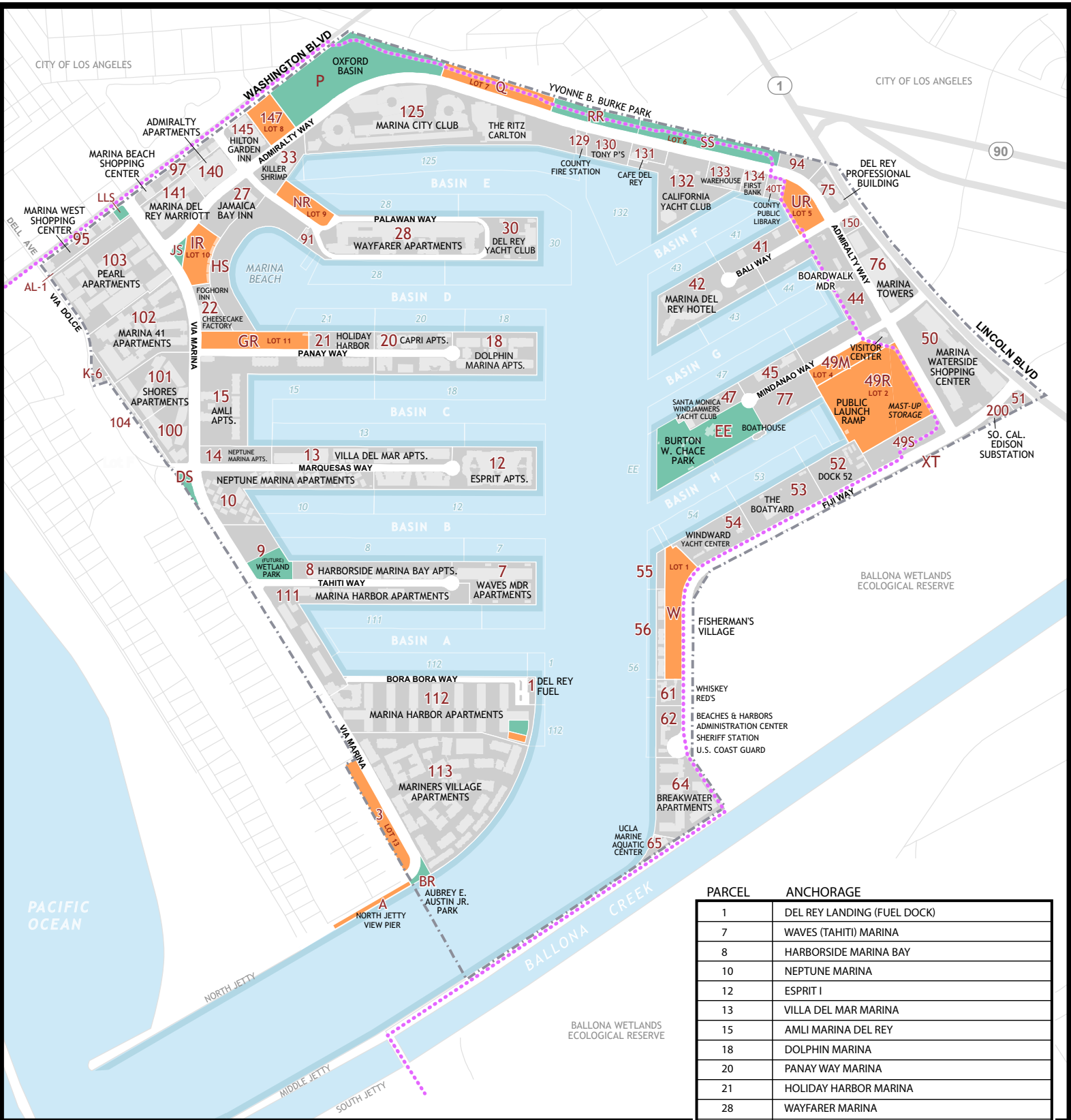
Tasks/ Services will include, but are not limited to following:

DAILY: Monday - Friday
Median, parking lots, parks, etc. watering in Manual Water Zones (6:00AM - 9:00AM)
DAILY: Monday - Sunday
Weed and leave removal
Debris/litter removal
Empty trashcans
Unauthorized signage removal
Remove graffiti or other obstruction from authorized signage
Removal of accumulated leaves
Clean barbecue grills
Clean/disinfect drinking fountains
Clean all picnic shelters including floor & ceiling
Rake leaves, turf, flowerbeds, planters, medians
Remove dead & diseased plants
Inspect irrigation system and make repairs
Irrigate landscaped and turf areas for growth
Prune trees and roots (Oct-Dec)
Replace irrigation controller boxes & equipment
WEEKLY
Mowing
Mechanical edging
Inspect landscape for disease, rodents & insects
Clean walkways following mowing & edging
Probe soil to determine water penetration
Replace median barren areas with plants and soil
Maintain and replace irrigation controller boxes
Maintain and replace irrigation lateral lines
Sweep parking lot corners, patio slabs, sidewalks
Clean all gravel and bark areas
Removal of dog and animal fecal matter
Clean dog waste stations, replace dog waste bags, and empty waste receptacles.

MONTHLY - 1st of month
Steam clean all picnic shelters
Submit work, fertilizer, seed, and chemical reports
Submit complaint log
SEASONAL
Seasonal Planting
Dislodge thatch from turf, reseed, and restore
Reseeding of lawn
AS-NEEDED
Replace plants/ shrubs
Turf fertilization (4x per year)
Shrub fertilization (3x per year)
Aerification (3x per year)
Cultivating
Approved herbicides/pesticides
DEPARTMENT EVENTS
Empty trash cans and replace trash bags
Pickup, sweep, and remove debris/litter
Sweep parking lot corners, patio slabs, sidewalks, event locations
Clean all picnic areas

NOTES:

- * Crew must consist of at least one (1) irrigation staff, (6) trained landscaping staff, and one (1) supervisor at all times when staff is on County premises.
- * Crew must perform work from 6:00AM - 3:00PM (PST)
- * Contractor must provide all plants and shrubs for replacements, grass seed, top soil, fertilizer, herbicides/pesticides, etc.
- * Contractor must provide a qualified arborist as need no less than than (6) times per year to survey the conditions of trees.



PARCEL	ANCHORAGE
1	DEL REY LANDING (FUEL DOCK)
7	WAVES (TAHITI) MARINA
8	HARBORSIDE MARINA BAY
10	NEPTUNE MARINA
12	ESPRIT I
13	VILLA DEL MAR MARINA
15	AMLI MARINA DEL REY
18	DOLPHIN MARINA
20	PANAY WAY MARINA
21	HOLIDAY HARBOR MARINA
28	WAYFARER MARINA
30	DEL REY YACHT CLUB
41	CATALINA YACHT ANCHORAGE
43	MARINA DEL REY MARINA
44	BOARDWALK MDR
47	ANCHORAGE 47
EE	TRANSIENT DOCKS (BURTON CHACE PARK)
53	THE BOATYARD
54	WINDWARD YACHT CENTER
56	FISHERMAN'S VILLAGE
111/112	MARINA HARBOR ANCHORAGE
125	MARINA CITY CLUB MARINA
132	CALIFORNIA YACHT CLUB

COUNTY OF LOS ANGELES MARINA DEL REY



- Marina del Rey Boundary
- Parks and Open Space
- Marvin Braude Bike Trail
- Public Parking Lots

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Penelope Rodriguez
Title: Division Chief
Address: 13575 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7840
E-mail Address: PRodriguez@bh.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Maria Romero
Title: Assistant Division Chief
Address: 13575 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7841
E-mail Address: MRomero@bh.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Edward Martinez
Title: District Manager
Address: 13555 Fiji Way
Marina del Rey, CA 90292
Telephone: (424) 526-7861
E-mail Address: EMartinez@bh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:
CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

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: _____

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.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

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

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE NOTICE TO EMPLOYEES

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

THESE ARE YOUR RIGHTS. . .

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

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

Federal Earned Income Tax Credit

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

If you believe your rights have been violated, you should immediately contact the following:

Department Administering this Contract

County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



**CONDADO DE LOS ÁNGELES
ORDENANZA DEL SUELDO DIGNO**

AVISO PARA LOS EMPLEADOS

Este empleador es un contratista del Condado de los Ángeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance - LWO) establecido por la Junta de Supervisores (Capítulo 2.201 del Código del Condado de Los Ángeles). Si usted es empleado de tiempo completo o de tiempo parcial y desempeña cualquier servicio al Condado bajo este contrato, a usted se le debe de pagar un “Sueldo Digno” por las horas que usted trabaje en el contrato del Condado.

ESTOS SON SUS DERECHOS. . .

Sueldo Digno (Living Wage)

Su empleador deberá pagarle a usted un Sueldo Digno por los servicios brindados al Condado por lo menos las tarifas por hora y a partir de las siguientes fechas de vigencia:

Fecha de Vigencia	Tarifa por hora
1° de Enero de 2019	\$15.79
1° de Enero de 2020	\$16.31
1° de Enero de 2021	\$16.62
1° de Enero de 2022	\$17.14
1° de Enero de 2023	\$18.49
1° de Enero de 2024	\$18.86
1° de Enero de 2025	\$19.44

Con vigencia a partir del 1° de enero de 2020, la tarifa del Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI) del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer las infracciones al Programa de Sueldo Digno (Living Wage Program). Los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando al teléfono de servicio de Sueldo Digno.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento del contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos (IRS) llamando al (800) 829-3676.

Si usted cree que sus derechos han sido infringidos, debe comunicarse de inmediato a:

Departamento que administra este Contrato

Número telefónico del Departamento del Condado

O

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el Condado
Línea Telefónica del Servicio de Sueldo Digno (Living Wage Hotline)
(888) 550-WAGE O (888) 550-9243

NOTICE TO EMPLOYEES

Working on County Contracts



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

Living Wage

If you are a contract employee, you must be paid not less than the Living Wage rate as follows:

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted, or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Internal Services Department by calling the Living Wage Hotline.

Federal Earned Income Tax Credit

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

Worker Retention

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

Employees that qualify for Worker Retention rights are:

1. Employees who are full-time or part-time contract workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

(888) 550-WAGE

OR

(888) 550-9243

Or the awarding Department at

AVISO PARA EMPLEADOS



Trabajando en Contratos del Condado

La Junta de Supervisores estableció el Programa del Sueldo Digno (Capítulo 2.201 del Código del Condado de Los Ángeles). Usted puede tener derecho a recibir la tarifa de pago del Sueldo Digno.

Sueldo Digno

Si usted es empleado bajo contrato, a usted se le deben de pagar al menos las siguientes tarifas de Sueldo Digno:

Fecha de Vigencia	Tarifa por hora
1° de Enero de 2019	\$15.79
1° de Enero de 2020	\$16.31
1° de Enero de 2021	\$16.62
1° de Enero de 2022	\$17.14
1° de Enero de 2023	\$18.49
1° de Enero de 2024	\$18.86
1° de Enero de 2025	\$19.44

Vigencia a partir del 1° de enero de 2020, la tarifa de Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI0 del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer infracciones al Programa de Sueldo Digno (Living Wage Program). Todos los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando a la Línea Telefónica de Servicio de Sueldo Digno.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos al (800) 829-3676.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento de contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Los empleados que califican para los derechos de Retención de Trabajadores son:

1. Empleados que estén contratados por tiempo completo o por tiempo parcial.
2. Empleados que no estén exentos bajo las excepciones de salario mínimo y de horas de jornada máxima.
3. Empleados que hayan estado bajo contrato del empleador anterior durante los seis meses previos a la finalización del contrato de ese empleador.

Quejas de Incumplimiento

Se pueden dar a conocer las quejas por incumplimiento al Programa de Sueldo Digno llamando a la Línea Telefónica de Servicio de Sueldo Digno al:

(888) 550-WAGE

O

(888) 550-9243

O al Departamento otorgante al

EXHIBIT A

**STATEMENT OF WORK
AND ATTACHMENTS**

LANDSCAPE MAINTENANCE SERVICES

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 GENERAL REQUIREMENTS.....	1
2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....	1
3.0 QUALITY CONTROL	2
4.0 QUALITY ASSURANCE PLAN.....	2
5.0 RESPONSIBILITIES.....	3
COUNTY.....	3
5.1 Personnel.....	3
5.2 Contractor’s Project Manager.....	4
5.3 Personnel.....	4
5.4 Communication with Department	6
5.5 Contractor to Notify Employees of Rights under Living Wage Ordinance	6
5.6 Uniforms/Identification Badges.....	6
5.7 Materials and Equipment.....	7
5.8 Training	7
5.9 Contractor’s Office	8
6.0 HOURS/DAYS OF WORK.....	8
7.0 WORK SCHEDULES	9
8.0 UNSCHEDULED WORK	9
9.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY	9
10.0 SCOPE OF WORK.....	10
10.1 Schedule of Services	10
10.2 Schedule of Staff.....	11
10.3 Areas to be Maintained	11
10.4 Watering Hours	11
10.5 Contractor to Provide Qualified Arborist.....	11
10.6 Emergencies	11

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
10.7	11
10.8	11
11.0 SCHEDULE OF LANDSCAPE MAINTENANCE DUTIES	11
11.1	11
11.2	12
11.3	12
11.4	13
11.5	13
11.6	13
11.7	13
11.8	13
11.9	14
11.10	14
11.11	14
11.12	16
11.13	17
11.14	18
11.15	18
11.16	19
11.17	19
11.18	19
11.19	20
12.0 USE OF CHEMICALS	22
12.1	22
12.2	22
12.3	22
12.4	22

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

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
12.5 Contractor to Furnish Permit for Chemicals	22
12.6 Contractor to Observe Chemical Regulations	22
12.7 Time to Use Chemicals	23
12.8 No Chemicals in County Storage	23
13.0 LOGS AND REPORTS.....	23
13.1 Contractor to Submit Work Report	23
13.2 Contractor to submit Fertilizer, Seed, and Chemical Report	23
13.3 Contractor to Maintain Daily Maintenance Log.....	23
13.4 Contractor to maintain a Complaint Log.....	24
13.5 Contractor to Furnish Employee Driving Records	24
13.6 Integrated Pest Management Program Compliance	24
14.0 GREEN INITIATIVES	24
15.0 PERFORMANCE REQUIREMENTS SUMMARY.....	24

SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)
LANDSCAPE MAINTENANCE SERVICES

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The County of Los Angeles (County) Department of Beaches and Harbors (Department) oversees Landscape Maintenance Service in Marina del Rey. The landscape maintenance work will primarily be performed within the public areas of the Marina del Rey Small Craft Harbor, which is managed by the Department. The Department is seeking a qualified and experienced Contractor that can service and supply the landscaping services needed on behalf of the Department. The selected Contractor must provide a qualified arborist as needed by the Department, with no less than six (6) times per year to survey the condition of trees located on public grounds in Marina del Rey. The Contractor will be required to provide Landscape Maintenance Services as specified in Paragraph 6.0 (Hours/Days of Work) in this Exhibit A (SOW and Attachments), as well as any unscheduled work that may be requested by the Department. The selected Contractor will also be required to provide staff, needed replacement of materials (i.e. plants, equipment, etc.), and all necessary equipment to provide the services as specified below in this SOW.

1.2 Obstruction and Noise

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

1.3 Restriction on Blowers and Power Equipment

Contractor must observe reasonable limits set by the County's Project Monitor on the time and place of operation of leaf blowers and other power equipment.

1.4 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the contract work must not be driven on bike paths, grass, or pedestrian sidewalks unless essential for performance of duties and public safety. Contractor must notify the County's Project Monitor of any visible tire markings caused by its motor vehicles.

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

2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours through the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the County's needs. Such amendments and modifications may be made by the Director or their designee.

- 2.2 The Department may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events will not be deemed breaches of this Contract and will not relieve the Contractor of its duty as to the remaining dates of service.
- 2.3 The Contractor will be given reasonable written notice by the County's Project Manager or Project Monitor, that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such charges.
- 2.4 In the event of such addition/deletion of facilities or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation will be adjusted in accordance with Paragraph 5.0 (Contract Sum) of the Contract.
- 2.5 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract.

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 County 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 General Requirements

The following requirements will be observed:

- Contractor must meet deadlines set by the County's Project Monitor.
- Contractor must timely complete reports required by the Contract;
- Contractor must accurately report hourly services; and
- Contractor must promptly return calls of County agents and employees.

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 Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within three (3) 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 Project Monitor within five (5) business days.

- 4.3 The County's Project Monitor may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the County's Project Monitor may issue a separate Contract Discrepancy Report each day the deficiency continues.
- 4.4 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Performance Requirements Summary or proceed with Contract termination as provided in Paragraph 8.43, (Termination for Default) of the Contract.

4.5 **County Observations**

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

5.0 **RESPONSIBILITIES**

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

COUNTY

5.1 Personnel

5.1.1 The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). The Operational Services Division of the Department will have the authority to act for the County in the administration of the Contract as the County's Project Monitor, except where action of the Director or another official is expressly required by the Contract.

Specific duties will include:

- 5.1.2 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.3 Ensuring that the objectives of the Contract are met and directing the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.4 Providing acceptance and approval of the Contractor's work , which will not be unreasonably withheld.

- 5.1.5 The County's Project Monitor is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.
- 5.1.6 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

CONTRACTOR

5.2 Contractor's Project Manager

- 5.2.1 Contractor must provide a full-time employee as the Project Manager or designated alternate. County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor must provide a telephone number where the Project Manager may be reached. They will be responsible for Contractor's day-to-day activities and must be available to Department staff by reasonable telephone notice and/or email each business day and at other times as required by the work.
- 5.2.2 Contractor's Project Manager must act as a central point of contact with the County. The Contractor may designate himself or herself as the Project Manager.
- 5.2.3 **Contractor's Office**

The Contractor must maintain an office within County of Los Angeles at which its principal officers or owners may be contacted personally by email, mail, or telephone. The office must be staffed during regular business hours, 9:00 am - 6:00 pm., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.
- 5.2.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing. The Project Manager must make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractors must obtain the approval of the County's Project Manager before replacing the Project Manager.

5.3 Personnel

- 5.3.1 Contractor will assign at least the minimum staff that the Department requests to perform the required work. At least one employee on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.3.2 Contractor must ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

- 5.3.3** Personnel employed by Contractor and assigned to perform Contract work must have no serious misdemeanor, theft, or felony convictions.
- 5.3.4** Personnel employed by the Contractor and assigned to perform Contract work must be at their assigned worksite(s) during the hours of work. In the event of an employee's illness or other emergency necessitating their absence, the Contractor must provide replacement personnel.
- 5.3.5** 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, at the request of the Director, the Contractor must immediately exclude any member of the Contractor's staff from working on this Contract.
- 5.3.6** Personnel employed by the Contractor and assigned to perform Contract work must undergo and pass a background investigation to the satisfaction of the County, in accordance with Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 5.3.7** The Contractor will provide the County with a current list of employees, including but not limited to management, and must keep this list updated during the Contract term.
- 5.3.8** Calls of County agents, employees, and contractors must be returned promptly in accordance with Paragraph 5.4 of this Exhibit A (SOW and Attachments) .
- 5.3.9** The Contractor's employees are subject to reasonable dress codes when on County property; will not bring visitors onto the work site; will not bring in any form of weapon or contraband; will not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, County's Project Monitor and law enforcement; will conduct themselves in a reasonable manner at all times; will not cause any disturbance; and otherwise are subject to all rules and regulations of the County.
- 5.3.10** The Contractor's employees who are assigned to operate any motor vehicle must have a valid operator's license for the type of motor vehicle to be operated.
- 5.3.11 Supervisor**
- The Contractor must provide a supervisor with no less than two (2) years' experience in projects of the size called for by the Contract. The Project Manager may act as the Supervisor. The Supervisor will be authorized to act for the Contractor in every detail and must understand English.

5.3.12 Crew

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

Landscape maintenance crew must consist but not limited to one (1) Irrigation staff, six (6) trained landscaping staffs, and one (1) supervisor staff at all times when staff is on County premises.

5.3.13 Required Licenses/ Registration

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

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

5.4 Communication with Department

The Contractor must return calls or emails from the Department during business hours and no later than the next business day or as soon as reasonably possible if the matter is designated as urgent. Contractor will ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the Contractor's Representative with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer calls received by the answering service, cellular phone or pager within two hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Performance Requirement Summary.

5.5 Contractor to Notify Employees of Rights under Living Wage Ordinance

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

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

5.6 Uniforms/Identification Badges

5.6.1 Contractor must furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card must be approved by the County's Project Manager.

5.6.2 The Contractor must furnish all employees assigned to perform the Contract work uniforms.

- 5.6.3** Contractor staff assigned to County facilities must wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or their designee, will be provided by and at Contractor's expense.
- 5.6.4** The uniforms must be worn by all of the Contractor's employees while performing the Contract work, and they must be changed as necessary to ensure that all employees always wear a clean uniform.
- 5.6.5** Contractor must ensure their employees 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** Contractor to furnish supplies and equipment except for the items furnished by the County pursuant to Paragraph 9.0, Contractor will provide all supplies and equipment necessary to perform the Contract work.
- 5.7.2** The Contractor must provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work must be registered to the Contractor. All such vehicles must be maintained in good and safe condition and will be subject to the County's Project Monitor approval, which will not be reasonably withheld. The Contractor must identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs will be subject to the County's Project Monitor prior approval, which will not be unreasonably withheld. The Contractor will not allow unlicensed employees to drive motor vehicles.
- 5.7.3** 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.
- 5.7.4** The Contractor must maintain equipment in a safe, clean condition and free from infectious materials. The equipment must meet all requirements of applicable ordinances and laws.

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 and can be contacted personally by telephone and email. The office must be staffed during the hours of 9 a.m. to 6 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. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within two (2) hours of receipt of the call.

6.0 HOURS/DAYS OF WORK

6.1 Schedules

Except as otherwise provided with respect to the application of County authorized chemicals, the requested work must be performed Monday through Friday, excluding Holidays, between the hours of 6:00 a.m. and 3:00 p.m. Emergencies are exempt from any time restrictions. Refer to Exhibit B for a detailed schedule of duties.

6.2 Department Events Schedules

The Contractor is also required to provide the Landscape Maintenance Service in accordance to Exhibit B during the below events held by the Department:

July 4th Firework Show:

- Four (4) employees for ten (10) hours from 12:00 p.m. – 10:00 p.m. at Burton Chace Park
- Four (4) employees for ten (10) hours from 12:00 p.m. – 10:00 p.m. at Mother's Beach.

Six (6) Summer Concerts:

- Two (2) employees for four (4) or five (5) hours between 5:00 p.m. – 10:00 p.m. at Burton Chace Park.

Holiday Boat Parade:

- Two (2) employees for four (4) hours from 4:00 p.m. – 8:00 p.m. at Burton Chace Park

New Year's Eve Firework Show:

- Four (4) employees for six (6) hours from 7:00 p.m. - 1:00 a.m. at Burton Chace Park

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 area as listed in Exhibit C to the County Project Director within ten (10) 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, and afternoon 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 Manager or designee for review and approval within five (5) business days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1** The County's Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements of materials (i.e. plants, equipment, etc.) 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 facilities.
- 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 Director, or 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 County's Project Director 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 County's Project Director 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.

9.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

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

9.1 Keys and Gate Cards

The County will provide the Contractor with keys and/or gate cards that are required to gain access to the facilities requiring landscape maintenance service. In the event of any lost or stolen key or gate cards, the Contractor Project Manager must report to the County's Project Monitor within 24 hours of discovery of its loss. The Contractor will reimburse the County for the cost of either re-keying or

duplicating lost keys or cards as determined by the Director. All keys and gate cards must be returned to the County's Project Monitor upon Contract termination.

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

9.3 Acceptance of Facilities

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

9.4 Damage to County Property

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

9.5 Damage by Weather and Third Parties

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

9.6 Reporting Injury, Theft, Damage or Vandalism

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

9.7 Reporting Emergency Repairs

The Contract Representative must immediately report to the County's Project Monitor any condition of the facilities requiring emergency repairs including, but not limited to, broken water pipes or exposed electrical wires. After hours notification must be made to the Marina Maintenance Supervisor at (424) 526-7861.

10.0 SCOPE OF WORK

10.1 Schedule of Services

The Contractor must perform all tasks listed in Exhibit B. All tasks will be performed at the times listed in this Exhibit A (SOW and Attachments), Paragraph 6.0.

10.2 Schedule of Staff

The Contractor must ensure the minimum staffing requirements as listed in Exhibit B are met.

10.3 Areas to be Maintained

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

10.4 Watering Hours

Grounds and landscape watering within street medians, parking lots, parks and other such areas as specified by the County's Project Monitor from time to time must be conducted only between the hours of 6:00 a.m. and 9:00 a.m. on weekdays only.

10.5 Contractor to Provide Qualified Arborist

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

- 10.5.1** Contractor must provide an arborist no less than six times a year to perform tree surveys. The six annual working days should be no shorter than eight (8) hours.

10.6 Emergencies

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

10.7 Unscheduled Work

The Director must authorize any unscheduled work not required by the Contract. Authorization will be provided in writing. The Contractor will contact the County's Project Monitor for approval before beginning any work. No unscheduled work will commence without written authorization.

10.8 Re-Award of Contract

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

11.0 SCHEDULE OF LANDSCAPE MAINTENANCE DUTIES

11.1 Mowing

- 11.1.1** Mowing operations must be performed completely once a week, about fifty-two (52) times per year.

- 11.1.2 Mowing operations must be scheduled with the Project Monitor's approval Monday through Thursday.
- 11.1.3 Mowing operations will be performed to ensure a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 11.1.4 Turf will be mowed with a reel-type (gang) mower equipped with rollers or a rotary type mower.
- 11.1.5 All equipment will be adjusted to the proper cutting heights and will be adequately sharpened.
- 11.1.6 Walkways must be cleaned immediately following each mowing.
- 11.1.7 Mowing height will be no less than two and one-half (2½) inches on Bluegrass, Manhattan rye, Fescue grass and one-half (1/2) inch for Bermuda grass.

11.2 Mechanical Edging

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

11.3 Weed Control and Removal

- 11.3.1 Remove all grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds daily.
- 11.3.2 Remove all broadleaf weeds from turf areas and weeds and grass from seawalls, walkways, medians, gutters, curbs, roadways, driveways, parking lots, patios and drainage areas. In addition, the exposed rock channel wall at Parcel A (shown on Exhibit C) must be kept weed free without chemical eradication at all times.
- 11.3.3 Methods for removal of weeds, turf encroachment and detailing must incorporate only mechanical or non-restricted pesticides/herbicides as a means of eradication.

11.4 Liter Control and Removal

- 11.4.1** The removal of debris must be performed daily and completed by 9:00 a.m.
- 11.4.2** Remove paper, glass, trash, undesirable materials, and other accumulated debris within the grounds to be maintained, such as, by way of example and not limitation, the walkways, patios, sidewalks, planted areas, roadways, planters, drains, fences, catch basins, turf and parking lot areas inaccessible to power equipment.
- 11.4.3** All debris from Contractor's operations must be removed immediately following such operations.

11.5 Trash Container Maintenance

- 11.5.1** Trash containers must be emptied daily before 9:00 a.m. and when they are full throughout the day.
- 11.5.2** Trash containers on Parcels EE, Q, SS, RR, A and 49S, as shown on Exhibit C must be emptied daily.
- 11.5.3** Trash containers and metal frames for holding trash containers must be cleaned, as required, to avoid concentration of flies or bees.

11.6 General Clean-Up

- 11.6.1** Remove all unauthorized posting of signs, notices or advertisements daily.
- 11.6.2** Remove graffiti or any other foreign object that may obstruct viewing authorized signage.
- 11.6.3** Remove accumulation of leaves from all areas daily.
- 11.6.4** Keep neat and clean all gravel and bark covered areas, and weed, rake, sift or replace materials, as determined by the Project Monitor.
- 11.6.5** The Contractor must observe reasonable limits set by the County's Project Monitor on the time and place of operation of leaf blowers and other power equipment.
- 11.6.6** The Contractor must remove all dog and animal fecal matter weekly throughout the public parcels.
- 11.6.7** The Contractor must clean dog waste stations, replace dog waste bags, and empty waste receptacles.

11.7 Drinking Fountains

- 11.7.1** Clean and disinfect all drinking fountains daily.

11.8 Picnic Shelters – Operation & Frequency

- 11.8.1** Maintain sanitary conditions at all picnic shelters daily, including Marina Beach (Mother's Beach).

- 11.8.2 Clean all appliances daily.
- 11.8.3 Keep sink drains clear of all debris daily.
- 11.8.4 Steam-clean all picnic shelter areas once a month from October through April and once a week, May through September as requested by County's Project Monitor.
- 11.8.5 Check and clean floor and ceilings daily.

11.9 Raking

- 11.9.1 Accumulation of leaves must be removed daily from all landscaped areas including flower beds, planters, medians, and turf areas under trees.

11.10 Pruning and Trimming

- 11.10.1 Remove all dead shrubs.
- 11.10.2 Trim shrubs to maintain topiary work.
- 11.10.3 Prune and trim all trees up to 12 feet.
- 11.10.4 Remove all dead and/or broken branches from trees to maintain a 14-foot clearance for branches overhanging the curb line into the paved section of roadways.
- 11.10.5 Remove all dead and broken branches from shrubs and prune as necessary to maintain a neat and uniform appearance.
- 11.10.6 Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. Remove all dead, diseased and unsightly branches. Under no circumstances will hedge shears be used as a means of pruning.
- 11.10.7 Remove all dead, diseased, and unsightly plants. Remove all vines and other growth as they develop. All ground cover areas will be pruned to maintain a neat edge along planter box walls, curbs and chain link fences, and to remove any runners that start to climb walls, buildings, split railings, chain link fencing and shrubs.

11.11 Flower Beds, Planters, and Flower Boxes

- 11.11.1 The Contractor is responsible for procuring and planting annual and perennial plants, including necessary materials like garden soil and mulch.
- 11.11.2 Flower beds must include all areas where six (6) or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the flower bed classification. Bed perimeters will be defined as all areas up to ten (10) inches beyond the flower bed edge or the nearest designed edging or boundary. Standards for flower beds will apply to planters and flower boxes as appropriate.

- 11.11.3** All flower beds, planters and flower boxes will be maintained in a clean, crisp, and healthy-looking condition.
- 11.11.4** Designed edges will be kept clean, sharp, well-defined, and free of weeds and grass invasion.
- 11.11.5** No weed control chemical will be used in flower beds after they are planted for the season. Appropriate mulches must be used prior to planting annuals.
- 11.11.6** Flower beds will be watered regularly and adequately to fit the nature of the plants, the type of soil and the location and exposure of the bed.
- 11.11.7** Dead or diseased plants are to be removed promptly from all beds and replaced immediately. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. Spent display type blooms on plants such as achium and agapanthus are to be removed regularly.
- 11.11.8** Beds will be maintained free of weeds and grass, and no individual weed or grass will remain more than one week.
- 11.11.9** Where interplanting of a permanent nature exists within the area or bounds of a given flower bed, such interplantings, including bulbs, trees and shrubs will be protected and compatibly nurtured.
- 11.11.10** Trash, waste and other unsightly matter will be removed daily and disposed of properly from all planter beds and lawn areas.
- 11.11.11** Annual beds are to be planted with color continuously throughout the year. All plant material will be four (4) inch in size. Approval of any substitutions will be requested in writing from the County's Project Monitor. Accepted species for color are to be maintained with fill-in replacement as needed. Varieties of plant material are to be approved by County's Project Monitor before planting.
- 11.11.12** Suggested Annual Varieties:
 - Ageratum
 - Alyssum
 - Begonia-wax leaf
 - Calendula
 - Gerbera
 - Impatiens
 - Lobelia
 - Marguerite -Yellow only
 - Marigold – Golden Nuggets
 - Pansy

Petunias
Phlox
Poppies – Iceland
Trailing Geraniums
Zinnia

- 11.11.13** Prior to planting, all planter beds will be weed-free and properly mulched with planter mix approved by the County's Project Monitor.
- 11.11.14** All annuals will be planted four (4) inches apart from one another within planter bed with a four (4) inch border from street curbing.
- 11.11.15** Special emphasis will be placed on public safety during all operations, particularly when adjacent to roadways.
- 11.11.16** All trimmings and debris will be removed daily and disposed offsite following all operations.
- 11.11.17** Plants such as rose bushes must be pruned back in late January and pruned at all other times on request of the County's Project Monitor.
- 11.11.18** All medians will be free of barren areas. The Contractor will replace barren areas with new plants and soil amendments.

11.12 Watering and Irrigation System Maintenance

- 11.12.1** Water requirements by plants vary according to season in a particular year. Therefore, close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade and the location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration.
- 11.12.2** All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The Contractor must provide for the delivery of adequate moisture to the landscaped areas including, but not limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 11.12.3** Adequate soil moisture will be determined by programming the irrigation system automatic controller to establish frequency and length of watering period based upon a consideration of the soil conditions, humidity, water conservation requirements, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manually operating the irrigation system and/or hand-watering with portable sprinklers during periods of windy or inclement weather.
- 11.12.4** A soil probe will be used weekly to a depth of eight (8) inches to determine the water penetration by random testing of the root zones.

- 11.12.5** Watering will be regulated to minimize water spray and runoff on roadway, paving or walks.
- 11.12.6** In the areas where wind creates problems of spraying water onto private property or roads or walks, the controllers will be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours. Watering will be conducted in street medians, parking lots, parks, and public areas from 6:00 a.m. to 9:00 a.m., weekdays only.
- 11.12.7** The irrigation system will be controlled to avoid creating any excessively wet or “waterlogged” areas which could interfere with the Contractor’s ability to mow all turf. Trees and other plantings within an area of turf will be protected from over-watering and runoff drowning.
- 11.12.8** New turf will be watered immediately after mowing, up through the sixth mowing. All other turf will not be watered for at least four (4) hours after mowing.
- 11.12.9** All ground cover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 11.12.10** The Contractor must regularly inspect and test all irrigation systems for system operability and repair all component malfunctions other than leaking main and lateral lines.
- 11.12.11** The irrigation systems from Palawan Way to Fiji Way and from Palawan Way to Via Marina will never be turned on at the same time.
- 11.12.12** Sprinkler heads and risers will be maintained in a clean, adjusted, and operational state.
- 11.12.13** Component malfunctions that cannot be repaired will be replaced with originally specified equipment of the same size and quality or substitutes approved by the Project Monitor prior to installation.

11.13 Irrigation System Operability and Testing

- 11.13.1** Irrigation timers must be programmed to the specifications as specified by the County’s Project Monitor.
- 11.13.2** In order to ensure the operability of the irrigation system, the Contractor will sequence controller(s) to each station manually to check the function of all facets of the irrigation system and report any damage, malfunctioning equipment and/or incorrect operation to the Project Monitor.
- 11.13.3** During the testing, the Contractor must: (a) Adjust and replace all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property; (b) Unplug clogged heads and

flush lines to free lines of rocks, mud, and debris; (c) Replace or repair inoperable irrigation equipment, as needed, other than leaking main lines; (d) Record and report all system malfunctions, damage and obstructions to the Project Monitor.

- 11.13.4** In addition to regular testing, all irrigation systems will be tested and inspected when damage is suspected, observed or reported.
- 11.13.5** Repair or replace inoperable sprinkler heads and controller panels must be within twenty-four (24) hours.
- 11.13.6** Equipment that is not operating properly must be turned off within two (2) hours of identification or notification, and the problem must be reported to the County's Project Monitor.
- 11.13.7** Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County's Project Monitor.
- 11.13.8** Flush grit and gravel from irrigation lines by removing the last head on each lateral and operating the system until all materials are discharged through the system.
- 11.13.9** Check system and adjust or repair irrigation equipment causing excessive runoff to slopes, roadways, paving, or walks.
- 11.13.10** The Contractor will reimburse the County for excessive use of waste of water under the Contractor's control.
- 11.13.11** The Contractor must maintain and/or replace all irrigation controller boxes and equipment.
- 11.13.12** The Contractor will maintain, repair, and replace all main lateral irrigation lines from the backflow devices to the irrigation system.

11.14 Sweeping/Washing

- 11.14.1** Check concrete areas and hard court surfaces for cracks, crevices, and deterioration, and report any deficiency to the County's Project Monitor within twenty-four (24) hours.
- 11.14.2** Clean by sweeping, steam cleaning, or hosing all concrete, walkways, stairs, sign directories, patio slabs, picnic areas, parking lot corners, and sidewalks weekly, or as requested by the County's Project Monitor.

11.15 Aerification

- 11.15.1** Turf aerification must be cultivated at least three (3) times per year on a schedule approved by the County's Project Monitor.
- 11.15.2** Aerate all turf areas by using a device that removes cores to a depth of three (3) inches at not more than a six (6) inch spacing.

- 11.15.3 All cores must be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating.

11.16 Cultivating

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

11.17 Fertilization/ Micronutrients

- 11.17.1 All turf areas must receive no less than six (6) pounds of actual available nitrogen in a balanced fertilizer form for each thousand square feet of turf each year. Applications must be made no less than three (3) times per year during March, May, and September. All fertilizer is to be granular in form with an approximate ratio of 4-1-2.
- 11.17.2 All fertilizer/micronutrients must be approved by the County's Project Monitor prior to application.
- 11.17.3 Application of the fertilizer will be done in sections, as determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 11.17.4 Shrubs and ground cover must be fertilized to provide a healthy color. Foliar feeding may be used if applicable. Fertilizer will be inorganic and granular in form with trace elements.
- 11.17.5 All shrubs, all ground cover must be fertilized utilizing ratios and mixtures recommended by the County's Project Monitor. Applications will be made no less than three (3) times per year during March, May and September.

11.18 Disease, Rodent, and Insect Control

- 11.18.1 All landscaped areas will be inspected weekly for disease, rodents and insects that could cause damage to plant materials, including, but not limited to trees, shrubs, ground cover and turf.
- 11.18.2 The County's Project Monitor must be notified immediately of any disease, insects or unusual conditions that might develop.
- 11.18.3 Disease and rodent control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 11.18.4 Insect control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor and approved by the Los Angeles County Agricultural Commissioner.

11.19 Seasonal Specialty Tasks

11.19.1 Renovation/Vertical Mowing

- 11.19.1.1** Sweep or rake the dislodged thatch from the turf areas and immediately remove from the site annually.
- 11.19.1.2** Standard renovating or vertical mowing-type equipment must be used.
- 11.19.1.3** Vertical mow turf to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.
- 11.19.1.4** Renovate to the soil line and remove all excessive thatch in the turf area.
- 11.19.1.5** After thatch is removed and upon completion of turf renovation, the turf must be over-seeded, mulched and watered.
- 11.19.1.6** Areas to be over-seeded will be seeded at the rate recommended by the County's Project Monitor, utilizing blends or mixtures recommended by the County's Project Monitor.
- 11.19.1.7** Mulch must be spread evenly over the entire area to a uniform depth.

11.19.2 Turf Reseeding/ Restoration of Bare Areas

- 11.19.2.1** The Contractor is responsible for procuring all materials needed for reseeding.
- 11.19.2.2** Over-seed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.
- 11.19.2.3** Areas to be reseeded will be seeded at the rate recommended by the County's Project Monitor, utilizing blends or mixtures recommended by the County's Project Monitor.
- 11.19.2.4** All turf areas will be reseeded with winter rye grass in November to maintain green turf during the winter months.

11.19.3 Plant Materials

- 11.19.3.1** Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen to kind, size and age. Plant material larger than those specified in the landscape plan may be supplied, if it complies in all other respects and is approved by the County's Project Monitor.
- 11.19.3.2** Substitutions may be allowed but only with prior written approval by the County's Project Manager.

11.19.3.3 If plant names used in the landscape plan do not conform to “Standardized Plant Names” of the American Joint Committee on Horticultural Nomenclature, the custom of the nursery trade must be followed.

11.19.4 Plant Quality

11.19.4.1 Plants must be sound, healthy, vigorous, free from plant disease, insect pest, or their eggs; have healthy normal root systems; comply with state and local regulations; and be free from any noxious weeds.

11.19.4.2 All plants must be measured six (6) inches above the ground surface.

11.19.4.3 While caliper or other dimensions of any plant material cannot be determined from the landscape plan, it will be understood that the plant material will be normal stock for the type listed and sturdy enough to stand safely without staking.

11.19.4.4 Plants must be symmetrical and typical for variety and species and conform to any measurements specified for the plants in the landscape plan.

11.19.4.5 All plant materials must be provided from a licensed nursery and will be subject to acceptance as to quality by the County Project Monitor.

11.19.4.6 Shrubs must be guaranteed to remain in a healthy condition for sixty (60) days from the date of acceptance of the job by the County’s Project Monitor.

11.19.5 Tree Surveys

11.19.5.1 Tree Surveys must be conducted by Contractor’s certified arborist no less than six times a year.

11.20 Department Events

Marina del Rey will have various seasonal events as stated in Paragraph 6.2 and park maintenance may be requested at various locations in Marina del Rey in accordance to Exhibit C. Requested duties will include but not limited to emptying trashcans, replacement of trash bags, pick up trash and other debris strewn throughout the park, clean all picnic areas, and sweeping parking lots, corners, patio slabs, sidewalks, and event locations.

11.21 Additional Landscape Maintenance Services

In addition to the regular Landscape Maintenance Services, as described in Paragraphs 6.1 and 6.2, the Department may request the Contractor to provide additional Landscape Maintenance Services and/or Department excursions throughout the year. Such requests for additional services may require a regular

full-day operation of Landscape Maintenance Services. Reasonable notice will be provided to the Contractor prior to the Department's request for additional services.

12.0 USE OF CHEMICALS

12.1 County Ban on Glyphosate-Based Products

Contractor must not use glyphosate-based products in performance of the Contract work.

12.2 Employees Using Chemicals must be Licensed

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

12.3 County Project Monitor to Approve Use of Chemicals

A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet will be submitted to the County Project Monitor prior to application. No work will begin until approval of use is obtained from the County Project Monitor. Use or application of chemicals includes:

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

12.4 Contract to Record Chemical Use

Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions will be made and retained in an active file for a minimum of three (3) years. Contractor will provide a chemical use report (site specific) with its billing. A copy of the PCA's recommendation for each application (site specific) will be provided to the County's Project Monitor and applicator prior to each application. This requirement will be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

12.5 Contractor to Furnish Permit for Chemicals

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

12.6 Contractor to Observe Chemical Regulations

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

12.7 Time to Use Chemicals

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

12.8 No Chemicals in County Storage

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

12.9 Material Safety Data Sheets (MSDS)

Contractor must maintain on-site MSDS Reports and must provide the County Project Monitor with copies before any chemical application is performed.

13.0 LOGS AND REPORTS

13.1 Contractor to Submit Work Report

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

13.2 Contractor to submit Fertilizer, Seed, and Chemical Report

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

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

13.3 Contractor to Maintain Daily Maintenance Log

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

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

13.4 Contractor to maintain a Complaint Log

The Contractor will maintain a log of all complaints received directly from the public or forwarded to the Contractor by the County Project Monitor relating to complaints concerning employee appearance, attitude, and work. The log must contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution must be submitted to the County Project Monitor no later than five (5) working days from the Contractor's receipt of the complaint. An updated copy of the complaint log must be made available to the County Project Monitor on request.

13.5 Contractor to Furnish Employee Driving Records

On the commencement of the Contract term and every six (6) months thereafter over the remaining Contract term, the Contractor must furnish the County Project Monitor with a report from the California Department of Motor Vehicles on the Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

13.6 Integrated Pest Management Program Compliance

In accordance with Paragraph 8.55 (Integrated Pest Management Program Compliance) of the Contract, Contractor will provide to the Department an annual summary of the pesticides used outdoors on County-owned or maintained property by July 1 of each year of the Contract. For each pesticide, the summary must include all of the following:

- Product trade name;
- Active Ingredient;
- Environmental Protection Agency (EPA) Registration Number; and
- Total amount used.

14.0 GREEN INITIATIVES

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

14.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2 of this Exhibit A, listing required services 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 PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in

the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

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

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:
Contractor:	Contract No.	County's Project Manager:
Contact Person:	Telephone: () -	County's Project Manager Signature:
Email:		Email:

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					
2					
3					
4					

*Use additional sheets if necessary

_____ *Contractor's Representative Signature* _____ *Date Signed*

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

LANDSCAPING MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
CONTRACT: PARAGRAPH 5.10.3 – <i>INVOICES & PAYMENTS</i>	Contractor must submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor must have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
CONTRACT: PARAGRAPH 8.15 – <i>COUNTY'S QUALITY ASSURANCE PLAN</i>	Contractor must observe & comply with County's quality assurance plan.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: PARAGRAPH 8.24 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor must maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor must certify to and comply with nondiscrimination and affirmative action.	Inspection of Files	\$50 per occurrence
CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor must maintain all required records as specified.	Inspection of Files	\$150 per occurrence
CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor must obtain County's written approval prior to subcontracting any work.	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.3 – <i>GENERAL REQUIREMENTS</i>	Contract must observe reasonable limits set by the Contract Administrator on the time and place of operation of leaf blowers and other power equipment.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.4 – <i>GENERAL REQUIREMENTS</i>	Motor vehicles used in the performance of the contract work must not be driven on bike paths, grass or pedestrian sidewalks unless essential for performance of duties and public safety.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>QUALITY CONTROL</i>	Contractor must observe & comply with its quality control plan	Observation & Documentation	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor must respond to Contract Discrepancy Report within three business days.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.2.1 – <i>RESPONSIBILITIES – CONTRACTOR’S PROJECT MANAGER</i>	Contractor must designate a full-time employee as Contractor’s Project Manager.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.3 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor’s personnel must have no serious misdemeanor, theft or felony conviction.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.4 – <i>RESPONSIBILITIES – PERSONNEL</i>	Contractor’s personnel must be at assigned worksite during hours of operation.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.5 – <i>RESPONSIBILITIES – PERSONNEL</i>	Contractor must immediately remove any employee from performing contract work at County’s request	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.6 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor’s personnel must undergo and pass a background investigation prior to beginning work on the Contract	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.7 - <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor will provide the Department with a current list of employees during contract term.	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.9 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor’s employees must conduct themselves in a reasonable manner at all times.	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.11 – <i>RESPONSIBILITIES - SUPERVISOR</i>	Contractor must provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.12 – <i>RESPONSIBILITIES – CREW</i>	Contractor must provide a crew that consists but not limited to one (1) irrigation staff, six (6) trained landscaping staffs, and one (1) supervisor staff at all times.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.13 – <i>RESPONSIBILITIES – REQUIRED LICENSES/REGISTRATION</i>	Contractor must maintain all required licenses as required in the Contract.	Review of Records	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 5.4 - <i>RESPONSIBILITIES – COMMUNICATION WITH DEPARTMENT</i>	Contractor must maintain communication with the Department in accordance with Section 5.4.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.6.1 - <i>UNIFORMS/IDENTIFICATION BADGES</i>	Contractor must furnish & require its employees to wear visible photo identification	Review & Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.9 – <i>RESPONSIBILITIES – CONTRACTOR’S OFFICE</i>	Contractor must maintain an office within Los Angeles County staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.1 – <i>KEYS AND GATE CARD</i>	Contractor must report any lost or stolen keys or gate cards within 24 hours of its discovery.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.6 - <i>REPORTING INJURY, THEFT, DAMAGE, OR VANDALISM</i>	Contractor must report to the County’s Project Monitor any injury, theft, damage or vandalism to the facilities.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.7 - <i>REPORTING EMERGENCY REPAIRS</i>	Contractor must immediately report to the CA any condition of the facilities requiring emergency repairs.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.1 - <i>SCHEDULE OF SERVICES</i>	The Contractor must perform all tasks listed in Exhibit B. All tasks will be performed at the times listed in Exhibit A, Section 10.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.4 - <i>WATERING HOURS</i>	Grounds and landscape watering within street medians, parking lots, parks, and other areas to be conducted between 6:00 a.m. and 9:00 a.m.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.5 - <i>CONTRACTOR TO PROVIDE QUALIFIED ARBORIST</i>	Contractor must provide a qualified certified arborist at the request of the Department.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.6 – <i>EMERGENCIES</i>	The Contractor must be able to provide emergency or unforeseen services within 24 hours of telephone notice.	Review & Observation	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 12.1 – <i>USE OF CHEMICALS</i>	Contractor must not use glyphosate-based products in performance of the Contract work.	Inspection & Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.2 – <i>USE OF CHEMICALS</i>	All work performed involving the use of chemicals will be performed under the direction of a licensed Pest Control Advisor (PCA).	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.7 – <i>USE OF CHEMICALS</i>	Chemicals must be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry chemicals beyond the boundaries of the area being treated.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.0 - <i>LOGS & REPORTS</i>	Contractor will submit to County Project Monitor all required reports with its submitted invoice.	Review & Observation	\$50 per occurrence

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Schedule
- 11) Living Wage Program - Application for Exemption
- 12) Living Wage Program - Staffing Plan
- 13) Living Wage Program - Contractor Non-Responsibility Debarment Acknowledgment and Statement of Compliance & Demonstrated Controls Over Labor-Payroll Record Keeping And Regulatory Compliance
- 14) Proposer's Qualification
- 15) Staffing and Work Plan
- 16) Quality Control Plan
- 17) RFP Exception Form
- 18) Submittal Requirements Checklist
- 19) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's 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: Name of proprietor or managing partner: _____ 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 1
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	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <p>_____</p>
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Email: _____</p>

REQUIRED FORMS - EXHIBIT 1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer'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 2

CERTIFICATION OF COMPLIANCE

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	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
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	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
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

REQUIRED FORMS – EXHIBIT 3

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

<input type="checkbox"/> 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 4
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:	

**REQUIRED FORMS – EXHIBIT 5
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		Percentage of how ownership of the firm is distributed		
	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		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.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

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

No.	Minimum Mandatory Requirement(s) (MMR)	Complies with M/R	
		Yes	No
1	Proposers must have a minimum of five (5) years' experience within the last ten (10) years performing landscape maintenance service contracts for governmental and/or private organizations.	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposers must provide a supervisor who has a minimum of two (2) years' experience relative to the scope of work included in this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposers must include a staffing plan that ensures staffing needs are met for the delivery of duties as outlined in Exhibit B, Landscape Maintenance Service - Tasks	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposers must include verification of the following licenses with the proposal submission: <ul style="list-style-type: none"> • a valid C-27 Landscape Contractor's License; • a valid California Pest Control Business License; and • a valid registration with the Los Angeles County Agricultural Commission. 	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must attend the Mandatory Proposer's Conference identified in Paragraph 8.4 (Mandatory Proposer's Conference).	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposers must complete and return the required Forms 1 – 19 with their proposal.	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposer must provide five (5) references and ensure that at least one (1) of them is responsive when contacted by the County.	<input type="checkbox"/>	<input type="checkbox"/>
8	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"/>

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: _____

Provide all public entity contracts for the last five (5) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

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

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide at least five (5) references for the same or similar scope of services that is being requested.

Proposer may also provide five (5) alternate references in the event that a reference is non-responsive. Please note that **no more than ten (10)** references should be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.
-

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ .
_____ (Declarant Company), at which I am employed as _____
(Title) attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED PRICING SCHEDULE

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

- The first column (“Cost Items”) represents items of expense incurred by the Contractor in providing the service.
- The second column (“Annual Staffing Hours”) should show the full-time annual staffing hours of landscape service workers, arborist and “Other Personnel” such as proposed supervisors and contract managers Contractor will provide to the County. Please review the minimum staffing requirements outlined in Exhibit B.
- The next column (“Hourly Wage”) should reflect actual hourly wages paid, which the County will use to determine whether the Proposal complies with the County Living Wage Program Annual Rates (RFP Paragraph 6.12 (Living Wage Program)).
- The next column (“Contractor’s Annual Cost”) should accurately reflect all cost items, including salaries, wages, benefits, supplies, equipment and other direct costs, as well as proportional amounts of overhead, profit and support staff costs that are included in the proposed annual price (“Annual Cost to County”).
- The lower right box “Hourly Rate for Increased Services” will be used for adjustments to monthly compensation in those instances when a change in staffing levels or additional work has been authorized by the Director. The hourly rate must equal the (“Total Annual Cost to County”) divided by the (“Total Annual Staffing Hours”) for landscape maintenance workers.

COST ITEMS	ANNUAL STAFFING HOURS	HOURLY WAGE	CONTRACTOR’S ANNUAL COST
LANDSCAPE MAINTENANCE WORKERS		\$	\$
ARBORIST		\$	\$
OTHER PERSONNEL:			
• SUPERVISOR		\$	\$
• CONTRACTOR’S PROJECT MANAGER		\$	\$
HEALTH PLAN			\$
OTHER BENEFITS, IF ANY			\$
MATERIALS & SUPPLIES			\$
OTHER EXPENSES & OVERHEAD			\$
PROFIT			\$
TOTAL (ANNUAL COST TO COUNTY)			\$
HOURLY RATE FOR INCREASED SERVICES			\$

Hourly wages included on this form must comply with the current Living Wage rate and the Total Annual Cost to the County should account for possible future Living Wage rate increases.

Proposer understands and acknowledges that the Living Wage hourly wage rate will adjust annually every January 1 based on the U.S. Department of Labor, Bureau of Labor Statistics’ Consumer Price Index (CPI) for the Los Angeles- Long Beach-Anaheim County Area for the 12-month period preceding July 1; and thus, Proposer must ensure that it is paying its employees the adjusted Living Wage rate of each year of the contract term and any optional contract term, if exercised.

REQUIRED FORMS – EXHIBIT 11

LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County’s solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) ([Los Angeles County Code, Chapter 2.201](#)). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS:

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

DEMONSTRATED CONTROLS OVER LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance in accordance with RFP Paragraph 8.5.5.3. Include, at a minimum, a detailed discussion of the following:

1. **Discuss how employee hours actually worked are tracked. The detailed explanation should include:**

- a. Where do firm's employees report to work at the beginning of their shift? Is it at the work location or a central site with travel to worksite? If the latter is the firm's practice/process, when does the firm consider the employees shift to have started? Is it a central site or upon arrival at the work location?
- b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
- c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
- d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
- e. How does the firm know that employees take mandated breaks and meal

**DEMONSTRATED CONTROLS OVER LABOR-PAYROLL RECORD
KEEPING AND REGULATORY COMPLIANCE**

breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares reviews and approves such documentation?

2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:

- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.
- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), How does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two

**DEMONSTRATED CONTROLS OVER LABOR-PAYROLL RECORD
KEEPING AND REGULATORY COMPLIANCE**

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

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

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

The following must be included:

A. BACKGROUND and EXPERIENCE. 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 and a summary of Proposer's experience and how it is specifically related to the landscape maintenance services requested in this RFP.

➤ **LICENSES**

Please attach copies of the following licenses:

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

➤ **NUMBER OF FULL-TIME EMPLOYEES EMPLOYED BY YOUR FIRM:** _____

➤ **INCLUDE AN ORGANIZATIONAL CHART OR DESCRIPTION OF THE ORGANIZATION OF YOUR FIRM**

➤ **NARRATIVE OF PROPOSER'S BACKGROUND AND EXPERIENCE**

➤ **LOCATION OF MAIN OFFICE AND LOCAL OFFICE:** _____

➤ **EVIDENCE OF INSURABILITY:** Attach a letter of commitment, a binder of certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of Appendix A, Contract.

➤ **FINANCIAL CAPABILITY:** Provide copies of the company's most current and prior two (2) fiscal years (for example 2022 and 2023) financial statements. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement.

B. PROPOSER'S REFERENCES

Provide a listing of all contracts performed within the last five years, including County and other governmental entities. Failure to document the years of experience as required in accordance with the Minimum Mandatory Requirements stated in RFP, Paragraph 4.0, may be grounds for disqualification. County reserves the right to contact any reference of Proposer, listed or not listed.

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

Attach additional pages if needed.

Signature: _____

Title: _____

Date: _____

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 Project Manager			
Supervisor			
Arborist			
Other:			
Other:			

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

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

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

TITLE	NUMBER	RESPONSIBILITIES

Attach additional pages if necessary.

2. APPROACH TO CONTRACT REQUIREMENTS:

a. Approach to Operational Plan

- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working;
- Proposer's training provided to its staff, including orientation, use of chemicals and how contractor will comply with County's Integrated Pest Management Program, and Proposer's plan for safety usage of equipment;
- How Proposer will specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit B, Landscape Maintenance Service Tasks;
- Description of proposer's vehicles, supplies, uniforms, badges and materials and how they will be used to meet the Contract work requirements;
- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department.

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

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.**

RFP EXCEPTION FORM

Proposer's Name _____

Address _____

Telephone _____ Fax _____

E-mail Address _____

- I have reviewed both Appendix A, Contract and Exhibit A, Statement of Work in its entirety and have **NO** exceptions.
- I have reviewed both Appendix A, Contract and Exhibit A, Statement of Work in its entirety and **have the following exceptions.**

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.

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. Attach additional pages as needed.

Print Name _____

Signature _____

Date _____

CONTRACTS REQUIRED FORMS – EXHIBIT 18

SUBMITTAL REQUIREMENTS CHECKLIST

REQUIREMENT	CHECK IF SUBMITTED
FORMAT OF BID	
<ul style="list-style-type: none"> ▪ Cover Page 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Table of Contents 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Executive Summary 	<input type="checkbox"/>
VENDOR'S QUALIFICATIONS	
<ul style="list-style-type: none"> ▪ Summary of relevant background information demonstrating minimum qualifications are met. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Copy of either <u>"Certificate of Good Standing," "Statement of Information," "Certificate of Limited Partnership" or "Registration of Foreign Limited Partnership."</u> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Copies of the following licenses <ul style="list-style-type: none"> ○ A valid C-27 Landscape Contractor's License; ○ A valid California Pest Control Business License; and ○ A valid registration with the Los Angeles County Agricultural Commission. 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Financial Capability – Copy of two fiscal years of company financial statements. 	<input type="checkbox"/>
STATEMENT OF WORK	
<ul style="list-style-type: none"> ▪ Quality Control Plan 	<input type="checkbox"/>
REQUIRED FORMS	
<ul style="list-style-type: none"> ▪ Exhibit 1 Bidder's Organization Questionnaire/Affidavit <ul style="list-style-type: none"> ▪ Pending Litigation & Judgement 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Exhibit 2 Certification of Compliance 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Exhibit 3 Request for Preference Consideration 	<input type="checkbox"/>

CONTRACTS REQUIRED FORMS – EXHIBIT 18

SUBMITTAL REQUIREMENTS CHECKLIST

▪ Exhibit 4 Bidder’s Debarment History and List of Terminated Contracts	<input type="checkbox"/>
▪ Exhibit 5 Community Business Enterprise (CBE) Information	<input type="checkbox"/>
▪ Exhibit 6 Minimum Mandatory Requirements	<input type="checkbox"/>
▪ Exhibit 7 List of Public Entities	<input type="checkbox"/>
▪ Exhibit 8 List of References	<input type="checkbox"/>
▪ Exhibit 9 Contribution and Agent Declaration Form	<input type="checkbox"/>
▪ Exhibit 10 Pricing Schedule	<input type="checkbox"/>
▪ Exhibit 11 Living Wage Program - Application for Exemption	<input type="checkbox"/>
▪ Exhibit 12 Living Wage Program - Staffing Plan	<input type="checkbox"/>
▪ Exhibit 13 Living Wage Program – Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance & Demonstrated Controls Over Labor-Payroll Record Keeping And Regulatory Compliance	<input type="checkbox"/>
▪ Exhibit 14 Proposer’s Qualifications	<input type="checkbox"/>
▪ Exhibit 15 Staffing and Work Plan	<input type="checkbox"/>
▪ Exhibit 16 Quality Control Plan	<input type="checkbox"/>
▪ Exhibit 17 RFP Exception Form	<input type="checkbox"/>
▪ Exhibit 18 Submittal Requirements Checklist	<input type="checkbox"/>
▪ Exhibit 19 Declaration	<input type="checkbox"/>
PROOF OF INSURABILITY	
▪ Proof that Bidder meets all insurance requirements set forth in Appendix A	<input type="checkbox"/>
CONTRACT’S STANDARD EXHIBITS	
▪ Exhibit D Contractor’s Administration	<input type="checkbox"/>

CONTRACTS REQUIRED FORMS – EXHIBIT 18

SUBMITTAL REQUIREMENTS CHECKLIST

▪ Exhibit F Contractor Acknowledgement and Confidentiality Agreement	<input type="checkbox"/>
▪ Exhibit H Payroll Statement of Compliance	<input type="checkbox"/>

Failure to complete, sign (where required) and return the above documents with the RFP may disqualify the RFP due to non-responsiveness by the County.

REQUIRED FORMS – EXHIBIT 19

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-19 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C & D

Appendix

- C Solicitation Requirements Review (SRR) Request
- D Guidelines for Assessment of Proposer Labor Law/Payroll Violations

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposer/Bidder 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>	
Date SRR Request Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

DEDUCTION CATEGORIES	RANGE OF DEDUCTION (Deduction is taken from Proposer's Final Evaluation Score)
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	6 - 10% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	1 - 5%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0

Assessment Criteria

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

The assessment and determination of whether a violation is major, minor, or non-existent ("none") and the assignment of a percentage deduction must include, but not be limited to, consideration of the following criteria and variables:

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

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