



DEPARTMENT OF BEACHES & HARBORS

REQUEST FOR PROPOSALS FOR ARMED AND UNARMED EVENT STAFF SECURITY GUARD 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	2
3.1 Statement of Work (SOW).....	2
3.2 Contract: County Terms and Conditions	2
4.0 MINIMUM MANDATORY REQUIREMENTS	4
5.0 COUNTY’S RIGHTS AND RESPONSIBILITIES	5
5.1 Representations Made Prior to Contract Execution	5
5.2 Final Contract Award by the Board of Supervisors.....	5
5.3 County’s Option to Reject Proposals.....	5
5.4 County’s Right to Amend Request for Proposals	6
5.5 Background and Security Investigations	6
6.0 NOTIFICATION TO PROPOSERS	6
6.1 Public Records Act.....	6
6.2 Contact with County Personnel.....	7
6.3 Mandatory Requirement to Register on County’s WebVen	7
6.4 Protest Policy Review Process.....	7
6.5 Conflict of Interest	8
6.6 Determination of Proposer Responsibility	8
6.7 Proposer Debarment.....	9
6.8 Improper Considerations	10
6.9 County Lobbyist Ordinance	10
6.10 Consideration of GAIN/START Participants for Employment.....	11
6.11 Jury Service Program.....	11
6.12 Living Wage Program.....	12
6.13 Pending Acquisitions/Mergers by Proposing Company.....	13
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	14

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
6.17 Intentionally Omitted	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	15
6.20 Prohibition from Participation in Future Solicitation(s).....	16
6.21 Community Business Enterprise (CBE) Participation	16
6.22 Contribution and Agent Declaration	16
7.0 COUNTY’S PREFERENCE PROGRAMS.....	17
7.1 Overview of County’s Preference Programs	17
7.2 Local Small Business Enterprise (LSBE) Preference Program	18
7.3 Social Enterprise (SE) Preference Program.....	18
7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	18
7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program	19
8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION.....	19
8.1 Truth and Accuracy of Representations	19
8.2 Proposers’ Questions	19
8.3 Submission of Application for Exemption to Living Wage Program.....	20
8.4 Mandatory Proposers’ Virtual Microsoft Teams Teleconference	20
8.5 Preparation of the Proposal.....	21
8.6 Proposal Requirements and Format	21
8.7 Proposal Evaluation and Criteria.....	30
8.8 Firm Offer-Withdrawal of Proposal	32
8.9 Proposal Submission	32
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	March 09, 2026
RFP Contact	Jean Dao, via email: Contracts@bh.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	March 20, 2026, 5:00pm PST
Deadline to Register for Mandatory Virtual Proposer’s Conference	March 18, 2026, 5:00pm PST
Mandatory Virtual Proposer’s Conference (Mandatory virtual)	March 19, 2026, 9:30am PST
Written Questions Due	March 19, 2026, 5:00pm PST
Submission of Application for Exemption to Living Wage Program	March 19, 2026, 5:00pm PST
Questions and Answers Released via Addendum	March 26, 2026
Proposals Due	April 02, 2026, 5:00pm PST
Anticipated Contract Term	Three years with two one-year renewal options, and 12 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 County of Los Angeles (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 Armed and Unarmed Event Staff Security Guard Services. Armed guards will be required to patrol outdoor public places managed by the County including, but not limited to: Service Area 1 – Dockweiler Entrance, Service Area 2 – Dockweiler Vehicle, Service Area 3 – Dockweiler RV Park, Service Area 4 – Dockweiler Youth Center, Service Area 5 – Marina del Rey Vehicle, Service Area 6 – Burton Chace Park, Service Area 7 – Boating Facilities, Service Area 8 – White Point / Royal Palms Beach, and protect property related to the Department’s special events. Event staff guards will be unarmed at all times and will be required to provide crowd control for the Department’s special events in Marina del Rey and County owned and managed beaches. Further requirements are detailed in Exhibit A, Statement of Work. Qualified organizations may submit a written proposal for a Contract in the form described in this RFP. Proposals must be in the form described in this RFP.

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 armed security guard services seven days a week in accordance with the staffing requirements and tasks as outlined in Exhibit A (SOW and Attachments) and Paragraph 3.0, of Appendix A (Contract) of this RFP. Unarmed event staff security guards will be required to provide crowd control for the Department’s special events in Marina del Rey as outlined in Exhibit A (SOW and Attachments) and Paragraph 3.0, 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 twelve months, at his/her sole discretion. The contract is anticipated to commence on November 1, 2026, 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. If 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 on the most recently 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 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. 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. 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 demonstrate that their labor cost will actually increase.

3.2.3 Days of Operation

The Contractor will be required to provide armed security guard services seven days per week. The Contractor is 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.

Unarmed Event Staff Security Guard Services will be required for the Department's special events in accordance with Paragraph 12.0 of Exhibit A, Statement of Work.

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

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 the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** Proposer's firm must have a minimum of seven (7) years' experience providing armed and unarmed event staff security services equivalent or similar to the size and scope of the services being requested;
- 4.2** Proposer's firm must be licensed as a Private Patrol Operator in good standing with the State of California; a copy of the license must be submitted with the proposal;
- 4.3** Proposer's Contract Project Manager/Representative must have a minimum of five (5) years' experience providing management in armed security guard services;
- 4.4** For armed security guard services, Proposer must provide a Field Supervisor on the submitted Staffing and Work Plan (Exhibit 15 in Appendix B Required Forms) or Staffing Plan (Exhibit 12 Living Wage Program Staffing Plan of Appendix B Required Forms);
- 4.5** For unarmed event staff security guard services, Proposer's firm must demonstrate their ability to provide crowd control security guard services by submitting with the proposal the following:
 - 4.5.1** Examples of five separate large-scale indoor and/or outdoor events the Proposer has provided services for with a minimum capacity of at least 15,000 attendees.

- 4.6 Proposers must demonstrate their ability to provide a guard tour system that monitors and tracks security guards and provides real-time reporting.
- 4.7 Proposers must complete and return the required Exhibits 1-19 of Appendix B (Required Forms) of this RFP with their proposal.
- 4.8 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Proposer must not have unresolved questioned costs identified by the A-C, in an amount over \$100,000, 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 the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 4.9 Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).
- 4.10 Proposer must have attended the Mandatory Virtual Proposer's Microsoft Teams Teleconference identified in Paragraph 8.4 (Mandatory Virtual Proposer's Microsoft Teams Teleconference).
- 4.11 Proposer must provide five (5) references and ensure that at least one (1) of them is responsive when contacted by the County.

Proposer may not use subcontractor's experience to meet the Minimum Mandatory Requirements listed above.

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
Armed and Unarmed Event Staff Security Guard 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.

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
January 1, 2026	\$20.06
January 1, 2027	CPI-W

Effective January 1, 2020, and thereafter the Living Wage rate will increase annually based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan 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 a specified Living Wage notice at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute the County provided notice 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 Intentionally Omitted

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. Additionally, on February 27, 2024, the County adopted Los Angeles County Code Chapter 8.300 (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.

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 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Contract.

6.19.3 Further, Contractors are required to comply with the requirements under Section 12952 and Los Angeles County Code Chapter 8.300 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 Business 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 \$500 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 \$500 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 Economic Opportunity (DEO) website at: https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications
- 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 the County prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

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 County 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 the County prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

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 County 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 the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

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 County 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
Armed and Unarmed Event Staff Security Guard 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 (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' Virtual Microsoft Teams Teleconference

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

March 19, 2026

9:30 A.M. PST

Microsoft Teams Teleconference

Questions and answers will be distributed online. The County will not be able to respond to questions raised after 5 p.m. PST on March 19, 2026.

8.4.2 To **register** for the Mandatory Proposers' Virtual Microsoft Teams Teleconference, Proposers are required to submit a list of attendees by March 18, 2026 at 5 p.m. PST to Jean Dao, Contracts@bh.lacounty.gov.

8.4.3 Vendors who have timely registered will be provided the needed credentials by County staff to participate in the Mandatory Proposers' Microsoft Teams Teleconference prior to the event.

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.

8.6 Proposal Requirements and Format

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:

8.6.1 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.

8.6.2 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.

8.6.3 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.

8.6.4 Required Forms

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

8.6.4.1 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 judgements. 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.

8.6.4.2 Exhibit 2 - Certification of Compliance

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

8.6.4.3 Exhibit 3 - Request for Preference Consideration

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

8.6.4.4 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.

8.6.4.5 Exhibit 5 - Community Business Enterprise (CBE) Information

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

8.6.4.6 Exhibit 6 - Minimum Mandatory Requirements

County will review the Proposer's Required Forms and determine if the Proposers meet 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 are present.

8.6.4.7 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.

8.6.4.8 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. PST, Monday through Thursday). It is the Proposer's sole responsibility to inform the point of contact of the normal working hours.

8.6.4.9 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).

8.6.4.10 Exhibit 10 - Pricing Schedule

Complete and sign the Pricing Schedule (Exhibit 10). Failure to submit the requested rates on Exhibit 10 will be grounds for rejection of the proposal. The price quote should reflect Proposer's hourly rates and annual staffing hours and cost to provide daily armed security guard services at the locations identified, as well as for the protection of property for special events. Hourly rates for unarmed event staff security guard services for crowd control during special events should also be reflected in Exhibit 10. Additionally, an hourly rate for additional work should 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.

8.6.4.11 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 managing security services equivalent or similar to the size and scope of the services requested including Proposer's ability to manage several posts in multiple locations at one time as 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, size, and number of employees;
- Proposer's Employee Benefits;
- 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.

8.6.4.12 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, their professional training and specific experience related to supervising the guards;
- Resume of the Proposed Contractor Project Manager who will be assigned to the Contract, their level of experience managing staff and providing both armed and unarmed event staff security guard services as defined in Section 4.0, Proposers Minimum Mandatory Qualifications and Appendix B, Statement of Work, Sub-paragraph 5.8.3. The Contractor Project Manager should have at least five (5) years' experience.
- Designated staff that will provide armed security guard services. Proposer's Staffing Plan should demonstrate its ability to provide staffing in accordance with Paragraphs 11.0 & 12.0 of Exhibit A, Statement of Work;
- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department;
- Proposer's operational plan, including scheduling of staff; how Proposer's Field Supervisor will supervise each post; how staff will be deployed for Special Event Services; how staff will protect property during Department special events; how staff will communicate with supervisors while working; how supervisors will ensure guards are at their assigned posts; how posts will be covered during breaks;
- Proposer's efforts to provide a guard tour system to monitor guards while on patrol and provide real-time reporting; how security guard absences will be handled; how replacement guards are assigned when needed; how contractor will respond to request for additional staffing outside of the required staffing;
- Proposer's ability to provide vehicles, supplies, uniforms, badges and materials and how they will be utilized to perform the Contract work;
- Proposer's ability to ensure its guards are and remain licensed in accordance with Exhibit A, Statement of Work, Sub Paragraph 5.16; and

- Proposer's training provided to its staff, including orientation in accordance with both Exhibit A, Statement of Work, Paragraph 6.0, Training Requirements.

8.6.4.13 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.

8.6.4.14 Exhibit 18 – Submittal Requirements Checklist

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

8.6.4.15 Exhibit 19 – Declaration

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

8.6.4.16 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.

8.6.4.17 Contract Signature Page

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

8.6.4.18 Acknowledgement of Addenda Received

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

8.6.5 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.

8.6.5.1 Living Wage Program - Application for Exemption (Exhibit 11)

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 ten (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.

8.6.5.2 Living Wage Program - Staffing Plan (Exhibit 12)

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 Service Area – Post Orders, Exhibit B, when completing Exhibit 12.

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

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.

8.6.6 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Exhibit 17)

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

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

It is the County’s expectation that in submitting a proposal the Proposers will accept, as stated, the County’s terms and conditions in the Contract and the County’s requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements. Please see Exhibit 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.

8.6.6.2 Proposer's response must include:

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

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

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

8.7 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

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

The annual cost to provide armed and unarmed event staff security guard services will be evaluated, with the maximum number of possible points awarded to the lowest cost proposal. All other proposals will be compared to the lowest 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 will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.7.2 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.

8.7.3 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.

8.7.4 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.

8.7.5 Living Wage Compliance (10%)

A review and evaluation will be made based on the information provided in Paragraph 8.6.5 (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 Debarment Acknowledgement and Statement of Compliance & Demonstrated Controls Over Labor-Payroll Record Keeping and Regulatory Compliance) of Appendix B (Required Forms) of this RFP.

8.8 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.

8.9 Proposal Submission

Proposals must be submitted as follows:

8.9.1 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 Armed and Unarmed Event Staff Security Guard Services

8.9.2 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.

8.9.3 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.

8.9.4 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.

8.9.5 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.

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 (Business 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 the 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. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 10.3.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**ARMED AND UNARMED EVENT STAFF
SECURITY GUARD 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 Unresolved Disallowed Costs.....	8
5.12 Cost of Living Adjustments (COLA's)	8
5.13 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	9
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	10
6.4 County's Project Monitor	10
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	10
7.1 Contractor's Administration	10
7.2 Contractor's Project Manager.....	10
7.3 Approval of Contractor's Staff	10
7.4 Contractor's Staff Identification	11
7.5 Background and Security Investigations	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
7.6 Confidentiality.....	11
8.0 STANDARD TERMS AND CONDITIONS	12
8.1 Change Notices and Amendments.....	12
8.2 Assignment and Delegation/Mergers or Acquisitions	13
8.3 Authorization Warranty.....	13
8.4 Budget Reductions.....	14
8.5 Complaints	14
8.6 Compliance with Applicable Laws	15
8.7 Compliance with Civil Rights Laws.....	15
8.8 Compliance with the County’s Jury Service Program.....	16
8.9 Conflict of Interest	17
8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List.....	17
8.11 Consideration of Hiring GAIN/START Participants.....	18
8.12 Contractor Responsibility and Debarment.....	18
8.13 Contractor’s Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law	20
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	20
8.15 County’s Quality Assurance Plan	21
8.16 Damage to County Facilities, Buildings or Grounds	21
8.17 Employment Eligibility Verification.....	21
8.18 Counterparts and Electronic Signatures and Representations.....	22
8.19 Fair Labor Standards	22
8.20 Force Majeure	22
8.21 Governing Law, Jurisdiction, and Venue	23
8.22 Independent Contractor Status	23
8.23 Indemnification	24
8.24 General Provisions for all Insurance Coverage	24
8.25 Insurance Coverage	27
8.26 Liquidated Damages	29

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.27 Most Favored Public Entity.....	30
8.28 Nondiscrimination and Affirmative Action.....	30
8.29 Non Exclusivity.....	31
8.30 Notice of Delays.....	32
8.31 Notice of Disputes.....	32
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	32
8.33 Notices.....	32
8.34 Prohibition Against Inducement or Persuasion.....	32
8.35 Public Records Act.....	32
8.36 Publicity.....	33
8.37 Record Retention and Inspection-Audit Settlement.....	33
8.38 Recycled Bond Paper.....	35
8.39 Subcontracting.....	35
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	36
8.41 Termination for Convenience.....	37
8.42 Termination for Default.....	37
8.43 Termination for Improper Consideration.....	38
8.44 Termination for Insolvency.....	39
8.45 Termination for Non-Adherence of County Lobbyist Ordinance.....	39
8.46 Termination for Non-Appropriation of Funds.....	39
8.47 Validity.....	40
8.48 Waiver.....	40
8.49 Warranty Against Contingent Fees.....	40
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	40
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	41
8.52 Time Off for Voting.....	41
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking.....	41
8.54 Intentionally Omitted.....	41

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.55 Compliance with Fair Chance Employment Hiring Practices.....	41
8.56 Compliance with the County Policy of Equity	41
8.57 Prohibition from Participation in Future Solicitation(s).....	42
8.58 Injury and Illness Prevention Program	42
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	42
9.0 UNIQUE TERMS AND CONDITIONS	42
9.1 Compliance with the County’s Living Wage Program.....	42
9.2 Local Small Business Enterprise (LSBE) Preference Program	49
9.3 Social Enterprise (SE) Preference Program.....	50
9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	51
10.0 SURVIVAL.....	52

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Service Area – Post Orders
- C** Service Area – Reference Map
- D** County’s Administration
- E** Contractor’s Administration
- F** Form(s) Required at the Time of Contract Execution
- F1** Contractor Acknowledgement and Confidentiality Agreement

- G** Payroll Statement of Compliance
- H** Living Wage Notice to Employees
- I** Additional Security Coverage Schedule
- J** Dock Sheet
- K** Transient Dock Rules
- L** Daily Patrol Log
- M** Daily Activity Log

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

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

This Contract (“Contract”) is made and entered into this ___ day of _____, ___ (“Execution Date”), by and between the County of Los Angeles, hereinafter referred to as “County,” and _____, hereinafter referred to as “Contractor” to provide armed and unarmed event staff security guard services for the Department of Beaches and Harbors’ in Marina del Rey and outdoor public places managed by County of Los Angeles.

RECITALS

WHEREAS, the County may contract with private businesses for armed and unarmed event staff security guard services when certain requirements are met; and

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

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

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

Exhibits A through M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Service Area – Post Orders
Exhibit C	Service Area – Reference Map
Exhibit D	County’s Administration
Exhibit E	Contractor’s Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Payroll Statement of Compliance
Exhibit H	Living Wage Notice to Employees
Exhibit I	Additional Security Coverage Schedule
Exhibit J	Dock Sheets
Exhibit K	Transient Dock Rules
Exhibit L	Daily Patrol Logs
Exhibit M	Daily Activity Logs

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 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Project 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.
- 2.1.6 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 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.
- 2.1.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 Department:** The County of Los Angeles Department of Beaches & Harbors, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.10 Director:** Director of Department.
- 2.1.11 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.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Living Wage Program:** Mandated by the Los Angeles County Code Chapter 2.201.
- 2.1.14 Performance Standard:** The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.1.15 Proposer:** Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.1.16 Request for Proposals (RFP):** the documents used in the solicitation process for this Contract, including all parts of this document, its attachments, exhibits, and forms.

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

3.0 WORK

3.1 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 November 1, 2026, 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 twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years. Each such extension option may be exercised at the sole discretion of the Director or 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 tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 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 Notwithstanding the stated term of the Contract, some obligations assumed in the Contract must survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records, and accounts relating to its performance of the Contract work.
- 4.6 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 armed and unarmed event staff security guard 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 armed and unarmed event staff security guard services will not exceed the maximum annual amount provided by Contractor in its Exhibit 10 (Pricing Schedule) in Appendix B (Required Forms) of the RFP, 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, or his designee, 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, and as approved by the Board.

5.3 Increase or Decrease in Service Area

Should the facilities to be patrolled (Appendix A) be modified in accordance with Statement of Work, Paragraph 2.0, 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. Emergencies and unscheduled services or events 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 (Pricing Schedule) (see Appendix B (Required Forms) of the RFP) 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 Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.10.2 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 G (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

5.5.5 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 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.12 Cost of Living Adjustments (COLA's)

5.12.1 If requested by the Contractor prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Paragraph 4.2 - Term of Contract 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. 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. To request a COLA, Contractor must submit a written request along with appropriate justification to the County's Project Director 60 days prior to "the contract anniversary date" or "exercising the additional option year periods identified in Paragraph 4.2."

5.12.2 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 demonstrate that their labor cost will actually increase.

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

5.13.1 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).

5.13.2 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.

5.13.3 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.

5.13.4 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 and managing and facilitating the administrative functions 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.
- 7.2.3** The Contractor's Project Manager must have five (5) years of experience.

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.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be 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.

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

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

7.5.5 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 Change Notices and Amendments

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

8.1.2 For any change which affects the scope of work, 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 Director or their designee.

8.1.3 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 Director of the Department or their designee

- 8.1.4** The Director of the Department 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 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** 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 Who 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 <http://invalid.uri/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 and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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" (available in English/ Spanish/ Chinese/ Korean) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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 (Change Notices and 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may

constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

	Armed	Event Staff
General Aggregate:	\$15 million	\$6 million
Products/Completed Operations Aggregate:	\$10 million	\$4 million
Personal and Advertising Injury:	\$10 million	\$4 million
Each Occurrence:	\$10 million	\$4 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

- **Sexual Misconduct Liability**

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

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate for armed services and \$2 million aggregate for event staff security guard services. Further, Contractor understands

and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Property Coverage**

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

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 and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of

the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department 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 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.

8.34 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.

8.35 Public Records Act

8.35.1 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 8.37 (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 except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. 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.

8.35.2 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.

8.36 Publicity

8.36.1 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.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 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.

8.37.2 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.

8.37.3 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.

8.37.4 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.

8.38 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.

8.39 Subcontracting

8.39.1 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.

8.39.2 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.

8.39.3 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.

8.39.4 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.

8.39.5 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.

8.39.6 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.

8.39.7 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.

8.39.8 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.

8.40 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 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 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 effectuated 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.

8.41.2 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.

8.41.3 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 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

8.42.1 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.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, 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.

8.42.3 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 8.42.2 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.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, 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).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

8.43.1 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.

8.43.2 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/>.

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

8.44 Termination for Insolvency

8.44.1 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.

8.44.2 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.

8.45 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.

8.46 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.

8.47 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.

8.48 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.

8.49 Warranty Against Contingent Fees

8.49.1 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.

8.49.2 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.

8.50 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.

8.51 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 8.50 (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.

8.52 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](#).

8.53 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.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code ([Fair Chance Ordinance for Employers](#)). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor

further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 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 \$500 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 G (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.

Additionally, Contractor must, within thirty (30) days of the entry of the judgment, provide written notice to the County of any unsatisfied final judgment against Contractor for non-payment of wages arising out of Contractor's operations performed under the Contract with the County, as required by California Labor Code Section 238.5.

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 the County-provided living wage notice at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute the County-provided notices to each of its employees at least once per year. The Contractor must translate the notice into 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 Economic Opportunity 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 Economic Opportunity 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

10.0 SURVIVAL

In addition to any terms and conditions of this 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 5.9	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Change Notices and 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 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-/Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	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

Print 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 _____
Sevanna Hartonians
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B SERVICE AREA - POST ORDERS
- C SERVICE AREA - REFERENCE MAPS
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G PAYROLL STATEMENT OF COMPLIANCE
- H LIVING WAGE NOTICE TO EMPLOYEES
- I DOCKWEILER SECURITY COVERAGE SCHEDULE
- J DOCK SHEET
- K TRANSIENT DOCK RULES
- L DAILY PATROL LOG
- M DAILY ACTIVITY LOG

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
ARMED AND UNARMED EVENT STAFF SECURITY GUARD 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.....	3
5.0 RESPONSIBILITIES.....	4
6.0 TRAINING REQUIREMENTS.....	10
7.0 HOURS/DAY OF WORK	12
8.0 WORK SCHEDULES	12
9.0 UNSCHEDULED WORK	12
10.0 LOGS AND REPORTS.....	13
11.0 ARMED GUARDS	16
12.0 UNARMED EVENT STAFF GUARDS.....	38
13.0 GREEN INITIATIVES	44
14.0 PERFORMANCE REQUIREMENTS SUMMARY.....	44

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)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The County of Los Angeles (County) Department of Beaches and Harbors (Department) oversees public areas that are managed by the Department in Marina del Rey and on County owned and operated beaches. These areas include but not limited to Dockweiler Beach, Dockweiler Youth Center, Marina del Rey, White Point/Royal Palms Beach and other property related to the Department's special events. The Department is seeking a qualified and experienced Contractor that can service and supply armed and unarmed event staff security guard services needed on behalf of the Department. The Contractor will be required to provide armed and unarmed event staff security guard services as specified 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, services, materials, 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 Property Damage

County property damaged by the Contractor's employees must 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 Monitor.

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 and/or delete specific tasks, events, facilities and/or work hours throughout the term of this Contract and otherwise amend and modify the scope of work and tasks in accordance with the County's needs.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities or may alter the number of hours or the number of days on which services are performed. Such events must not be deemed breaches of this Contract or of any of the covenants of this Contract and must not relieve the Contractor of its duty as to the remaining facilities and services
- 2.3** The Contractor will be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes
- 2.4** In the event of such addition/deletion of facilities, changes to hours or days of service, or scope of services of regularly scheduled services, the Contractor's compensation will be adjusted in accordance with Section 8.0 of the Contract
- 2.5** All changes must be made in accordance with Paragraph 8.1 (Change Notices and Amendments) of the Contract.

3.0 QUALITY CONTROL

3.1 Purpose of Standards

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

3.2 Contractor's Quality Control Plan

The Contractor must comply with Contractor's quality control plan set forth in Exhibit 16 – Quality Control Plan in Appendix B of the Request for Proposals (RFP), which will be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they will be ineffective. The Contractor must not change the quality control plan without written approval of the Director or his designee.

- 3.3** 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:

- 3.3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.3.2** 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.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

Contractor must provide verbal notification of a Contract discrepancy to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. Contractor must thereafter provide a written or e-mail notice to the County's Project Monitor within twenty (24) hours. 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 8.42, (Termination for Default) of the Contract.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). The Community and Marketing Division Chief, or authorized designee 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:

- 5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2** Ensuring that the objectives of the Contract are met and provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3** Providing acceptance and approval of the Contractor's work, which will not be unreasonably withheld.
- 5.1.4** 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.
- 5.1.5** Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

CONTRACTOR

5.2 Contractor's Work Plan

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

5.3 Contractor's Responsibility

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

5.4 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.

5.5 Contractor must ensure that all posts are filled according to Section 11.3.1, unless Department gives a written notification of a change. Contractor will be liable for all directly related and associated costs should County or another contractor be required to fill an open post that Contractor is responsible for staffing. Unoccupied security posts without the Department's prior approval will be viewed as a serious breach of performance and may be subject to remedies in accordance with Section 4.4.

5.6 Contractor must notify the County Project Monitor of any security guard absences immediately. Post coverage will be ensured at all times, with replacement guards reporting within two hours or less of the absent security guard's reporting time.

5.7 Contractor will ensure a replacement guard is reasonably available to cover any vacant post in the event a security guard must leave during the work shift. The replacement guard must report within two hours or less.

5.8 Contractor's Project Manager

5.8.1 The Contractor's Project Manager must have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.8.2 Contractor's Project Manager must act as a central point of contact with the County and must be available to the County Project Monitor on reasonable telephone or email notice each business day and at other times as required by the work.

5.8.3 Contractor's Project Manager must have five (5) years of experience.

5.8.4 The Contractor's Project Manager must make inspections, answer questions, resolve problems, respond to emergencies, keep logs, approve reports and report on any problem resolution to the County Project Monitor within 24 hours of incidents. Immediate response and/or

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

report is required by the Contractor's Project Manager to the County Project Monitor in emergency situations.

5.9 Supervisor

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

5.10 Changes of Key Personnel

The Contractor must obtain the approval of the County Project Monitor before replacing the Contractor's Project Manager or the supervisor. Such approval must not be unreasonably withheld.

5.11 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.

5.12 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 H); and
- A notice posted in a conspicuous place in the work area (Exhibit H).

5.13 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 Contractor's Project Manager must make inspections, answer questions, resolve problems, respond to emergencies, keep

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

logs and approve reports. The Contractor must obtain the approval of the County's Project Manager before replacing the Contractor's Project Manager.

5.14 Personnel

- 5.14.1** Contractor must ensure its guards and supervisors providing services under this Contract are at least 18 years of age.
- 5.14.2** Contractor must ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.14.3** Security guards must communicate effectively in English and be capable of communicating with the public and County employees and possess written communication skills for note taking and completing report forms.
- 5.14.4** Contractor will assign a sufficient number of staff 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.
- 5.14.5** Contractor will be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.
- 5.14.6** 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.
- 5.14.7** Contractor's employees must not bring in any form of contraband to County facilities.
- 5.14.8** Contractor's employees must not bring in any alcohol or drugs or be under the influence of alcohol or drugs when in or on County facilities.
- 5.14.9** Contractor's employees must conduct themselves in a reasonable manner at all times; must not cause disturbance in any County facility; must be respectful of County staff; and otherwise are subject to all rules and regulations of the facility.
- 5.14.10** The Contractor's employees must enter and leave County facilities only through access specified by the County Project Monitor.
- 5.14.11** All personnel assigned by the Contractor to perform Contract work must at all times be employees of the Contractor and the Contractor must 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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.

5.14.12 Contractor's employees must not bring visitors into the workplace or allow anyone to loiter at the kiosk or entry area at any time.

5.14.13 Contractor must ensure its guards working on this Contract have satisfactorily completed training requirements in accordance with Section 6.0.

5.14.14 The Contractor must provide the Department with a current list of employees, including but not limited to management, and must keep this list updated during the Contract term.

5.15 Contractor's Office

The Contractor must maintain an office within the 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. The Contractor must answer calls or emails received within twenty-four (24) hours of receipt of the call or email.

5.16 Licenses/ Certificates

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

5.16.1 Contractor

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

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

5.16.2 Security Guard Licenses and Certifications

The Contractor will assign only security guards who have satisfactorily completed the State of California Security Training requirements for

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

security guards. The security guards must possess at all times while on duty current, valid, licenses and certifications.

5.16.2.1 The following is required for Armed Security Guards:

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

5.16.2.2 The following is required for Unarmed Event Staff Security Guards:

- California Department of Consumer Affairs security guard registration card (Guard Card);
- Cardiopulmonary Resuscitation (CPR) Certification sponsored or approved by the American Red Cross or American Heart Association; and
- First Aid Certificate/Card.

5.16.3 Contractor to Maintain Employee Records

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

5.16.3.2 Contractor must maintain records of employees assigned to perform the contract work.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

5.17 Uniforms/Identification Badges

5.17.1 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.

5.17.2 Contractor must ensure their employees are appropriately identified as outlined in Paragraphs 11.2.5 (Photo Identification) of Exhibit A and 12.2.3 (Photo Identification), of the Contract.

5.18 Materials and Equipment

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

5.19 Training

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

5.19.2 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.

6.0 TRAINING REQUIREMENTS

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

6.1 Duties and Functions of Security Guards (3 hours)

- Public Relations;
- Appearance;
- Observe and report;
- Note-taking and reporting;
- Legal powers and limitations;
- Prevention;
- Use of force only when life is being threatened;
- Department's Statement of Work;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Search and seizure; and
- Arrest powers.

6.2 Prevention and Protection (3 hours)

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

6.3 Enforcement (3 hours)

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

6.4 Special Problems (2 hours)

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

6.5 General Emergency Services (2 hours)

- Communications;
- Crowd control;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

7.0 HOURS/DAY OF WORK

The Contractor is required to provide services on County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County Project Director within fourteen (14) 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.

8.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Manager for review and approval within fourteen (14) business days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

9.1 The Contractor must, upon 24 hours' notice, provide unscheduled armed or unarmed event staff security guard services at such times and places as authorized in writing by the Director or their designee.

9.1.1 Emergencies:

The Director, in their own discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special armed and unarmed event staff security guard services. The Contractor must make such services available within two hours of telephone notice.

9.2 The Director or their designee may authorize the Contractor to perform unscheduled work, including, but not limited to, armed and unarmed security guard services 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.

9.3 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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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.

- 9.4** When a condition exists wherein there is imminent danger of injury to a person or damage to property, Contractor may act as reasonably necessary to mitigate the imminent danger but must contact County's Project Director for approval before beginning further remedial 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.
- 9.5** All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 9.6** The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 LOGS AND REPORTS

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

A. Logs and reports for armed guard security services must include:

10.1 Electronic Sign-In

Contractor must ensure that security guards electronically sign-in and out at the beginning and end of each shift at the security posts using the Contractor's guard tour system's equipment as stated in Section 11.2.2.1. The County Project Manager may request that Contractor provide an electronic report verifying guards reporting at any time. The security posts are located as follows, but not limited to:

- Service Area 1 - 3, Dockweiler – The security post will be located at the entrance kiosk of the parking facility at Dockweiler and RV Park.
- Service Area 4, Dockweiler Youth Center - The security post will be located at the entrance kiosk of the parking facility at Dockweiler Youth Center.
- Service Area 5, 6, and 7 Marina del Rey - The security post will be located in the Community Room of the Burton Chace Park complex and will be used solely for the purpose of electronically signing in and out.
- Service Area 8, White Point/Royal Palms Beach Parking Lot – Electronic sign-in and out.

The Department reserves the right to require electronic sign-in during the term of this Contract and any option years, if exercised.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

10.2 Contractor to Submit Monthly Reports

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

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

10.3 Daily Patrol Log

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

10.4 Daily Patrol Report

At the conclusion of each shift, the security guard must download and generate the patrol report. The facility name on the report must be the same as the facility named in Section 11.3.1.1 or as directed by the County Project Manager.

10.5 Written Incident Reports

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

next County business day, unless otherwise instructed by the County Project Manager.

10.6 Oral Incident Reports

The Contractor must immediately submit to the County Project Manager a detailed oral report of such incidents. The Contractor must file a written report not later than the next County business day, or immediately if requested by the County Project Manager as stated in Section 10.5.

10.7 Complaint Log

The Contractor must also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the County Project Manager 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 provided to the County's Project Manager within five (5) working days of receipt of the complaint. An updated copy of the complaint log must be made available to the County Project Manager by the first day of each month. Logs and reports relative to supervision, noting problems and/or violations and corrective actions, must be made available to the County Project Manager.

10.8 Monthly Incident Summary

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

10.9 Nightly RV Park Entries/ Burton Chace Park Docks

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

B. Logs and reports unarmed event staff guard security services must include:

10.10 Patrol Report

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

11.0 ARMED GUARDS

11.1 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

11.1.1 The County will provide the facilities and equipment described in this Section 11.0 for the Contractor's use during the term of the Contract. Equipment and facilities furnished by the County may be used by the Contractor only for activities related to performance of the Contract work. The Contractor agrees to defend and hold the County harmless from any loss, liability, claim, lawsuit, property damage, theft, destruction of property or injury resulting from Contractor's use of the facilities and equipment. Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein. Should Contractor's employees damage County property or equipment, Department will issue to Contractor a Contract Discrepancy Report (CDR) detailing costs for all repairs or replacement of lost, stolen or damaged equipment, and deduct costs from Contractor's invoice.

11.1.2 Security Post

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

Contractor personnel must be responsible for the cleanliness and upkeep of each County-provided Security kiosk and/or posts used during shift. This will include restrooms, floors, walls, and all aspects of the interior and exterior. Contractor must notify County Project Manager if any damage or repair needs to cabinets handles, door, etc. Contractor personnel must be mindful of keeping it clean as it is a shared space with other contractor personnel.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

11.1.3 Keys and Gate Cards

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

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

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

11.2 EQUIPMENT FURNISHED BY CONTRACTOR

11.2.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 11.0, the Contractor must provide all equipment necessary to perform the Contract work.

11.2.2 Security Guard Monitoring

11.2.2.1 Contractor must provide a guard tour system which monitors and tracks the activities of the security guards while on patrol in real-time. The guard tour system must include equipment for the following:

- Electronic checkpoint placement at various patrol locations, as identified in Section 11.2;
- Wand or similar device which can record the location, date and time of the patrol; and
- Ability to download and provide a daily online report of the patrol.

11.2.2.2 The security guard tour system must be approved by the County Project Manager prior to installation.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

11.2.2.3 The security guard tour system must remain the property of the Contractor and must be removed upon termination of the Contract.

11.2.3 Uniforms

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

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

11.2.4 Security Guard Equipment

11.2.4.1 Each security guard must be equipped with the following equipment:

- Sam/Sally Browne gun belt;
- One (1) Handcuff case;
- Four (4) Keepers;
- One (1) Key snap;
- One (1) heavy duty 3-cell flashlight approved by County with batteries;
- One (1) set of handcuffs plus (female) key;
- Badge (with guard's last name, first initial);
- One (1) Radio
- One (1) Radio holder/pouch
- Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring Handler, 12", or the ASP (24" or 26") expandable straight stick;
- Pepper Spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried holster);
- Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, .38 Special or .357 magnum caliber revolver;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Ammunition pouch and speedy loaders;
- .38 caliber, either Winchester 110 grain +P+ or Spear 125 grain +P, semi-jacketed, hollow point or Remington .38 Special plus P hollow points 128 grain or Winchester; and
- Round Ball full jacket bullets in accordance with the following:
 - Must be factory loaded;
 - A minimum of 12 additional rounds must be carried for the handgun;
 - The ammunition is to be replaced annually;

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

- Armed security guards must only carry a firearm for which they are currently licensed and qualified under State or California Consumer Affairs' rules and regulations. The firearm must be listed on their firearms' card issued by Consumer Affairs.
- Contractor must maintain a current firearms list, which must include the manufacturer, model and serial number of the firearms used by Contractor's armed guards and provide an updated list when adding, deleting, and noting other changes as appropriate. Contractor must provide the County Project Manager with the firearms list within 30 days of Contract Award and annually thereafter.
- Each armed security guard must be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year. Qualification slips must be filed with the company of employment and be available for audit by personnel of the Department of Beaches and Harbors.

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

11.2.5 Photo Identification

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

11.2.6 Patrol Vehicles

All vehicles must be provided by the Contractor, at Contractor's expense and at no cost to Contractor's employees or to the County.

11.2.6.1 Contractor must provide patrol vehicles for Security Guards to make their rounds of inspections, conduct random site visits, and any other request made by the department. Patrol vehicles are required at the following locations:

- Service Area 2, Dockweiler (Rover); and
- Service Area 5, Marina del Rey.

11.2.6.2 Contractor must provide vehicle(s) to Security Guard personnel for use to perform their assigned duties.

11.2.6.3 Contractor vehicle must be clearly identified with the current DMV registration.

11.2.6.4 Contractor must identify, maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Contractor staff providing services under the Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

11.2.6.5 The Contractor must identify each vehicle used in the performance of the Contract work with signs or logos that include the company name. The size, color, and format of such identifying signs must be subject to the County Project Managers prior approval, which must not be unreasonably withheld. Personal vehicles must not be used in the performance of the Contract work.

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

11.2.6.7 Vehicles must be in good condition/repair with no visible damages and be well-maintained, neat and clean at all times. If vehicles have any mechanical problems, Contractor must replace them within 24 hours.

11.2.6.8 The patrol vehicle must be equipped with the following equipment:

- Wireless communication equipment satisfactory to the County Project Manager;
- Spotlight with ½ mile illumination range;
- Fully charged fire extinguisher;
- Emergency road repair equipment including jack and spare tire;
- Traffic Cones;
- First aid kit; and
- Outside public address capability.

11.2.6.9 County may conduct periodic inspections of all Contractor vehicle(s) used to provide services under the Contract

11.2.7 Radios

Contractor must provide at least two (2) hand-held radios, batteries, supplies, and maintenance for radios, as follows:

11.2.7.1 Contractor must ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively without interruption and follow all FCC regulations.

11.2.7.2 Contractor must provide one (1) hand-held radio for each Contractor personnel during shift coverage.

11.2.7.3 Contractor must provide a sufficient number of batteries to provide a fully-charged battery and a fully operational radio for shift of coverage of each contractor personnel.

11.2.7.4 Contractor must provide regular maintenance, repair and/or replacement for radio equipment as needed.

11.2.7.5 Contractor must provide at least two (2) hand-held radios with a range of at least ten miles.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

11.2.8 Electronic Sign-In Equipment/Method

The Contractor must provide equipment and/or method that will allow Contractor's employees to sign in and out of their assigned work locations. The system must have the ability to generate a report that shows checking in/out times and hours worked. The report must be used to generate monthly invoices to be submitted to County. Contractor must provide and maintain the system at no cost to the County.

11.3 SCOPE OF WORK

Contractor must provide armed security guard services in public spaces for the Department of Beaches and Harbors (Department) in Marina del Rey, Playa del Rey and San Pedro, California. Additional/removal requests may be requested based on County needs.

Armed security guard services will be required seven days a week, including holidays, for patrols at the following locations but not limited to: Dockweiler RV Park, 12001 Vista del Mar, Playa del Rey, CA 90293; Dockweiler Youth Center, 12505 Vista del Mar, Playa del Rey, CA 90293; Burton Chace Park 13650 Mindanao Way, Marina del Rey, CA 90292; and White Point/Royal Palms Beach, 1799 Paseo del Mar, San Pedro, CA 90732. The specific hours, tasks, areas, duties, including Dockweiler Beach designated holidays and weekends, and protecting property related to Department Special Events is inclusive of Section 11.3 of this Statement of Work.

11.3.1 Security Guard Hours and Tasks

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

11.3.1.1 Service Areas, Patrol Hours and Required Staffing

- Service Area 1 & 2, Dockweiler
The Contractor must assign two security guards, one for Service Area 1 and one for Service Area 2 and adjacent facilities from 8:00 p.m. to 8:00 a.m.
- Service Area 3, Dockweiler RV Park Office and its Immediate Vicinity

The Contractor must assign one security guard, from 7:00 p.m. to 7:00 a.m. with the exception of January when the Dockweiler RV Park is closed for most of the month. January staffing will not exceed five days; County Project Manager will advise.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Service Area 4, Dockweiler Youth Center

The Contractor must assign one security guard to Service Area 4 from 7:00 p.m. to 7:00 a.m.

- Service Area 5, Marina del Rey The Contractor must assign one guard to Area 5 from 8:00 p.m. to 8:00 a.m. to patrol Marina del Rey and its immediate vicinity while also conducting patrols at all locations as outlined in Section 11.3.3.4.

- Service Area 6, Burton Chace Park

Contractor must assign a guard from 7:00 p.m. to 7:00 a.m. to patrol Burton Chace Park and its Guest Docks and record all docking activity during the entire shift, as outlined in Section 11.3.3.4, sub-sections e and f.

- Service Area 7, Boating Facilities

The Contractor must assign one security guard to Area 7 from 7:00 p.m. to 7:00 a.m. to patrol boating facilities in Anchorage 47, Mast Up Storage, Lot 77 Dry Storage, Dry Storage near the Trailer Complex, Bike Lockers, and Mother's Beach Dry Vessel Storage.

- Service Area 8, White Point/Royal Palms Beach Parking Lot

The Contractor must assign one security guard to Area 8 as indicated for the following two schedules:

- Daylight Saving Shift Time (April 1st through October 31st): Area 8 must be patrolled from 8:00 p.m. to 1:00 a.m.
- Standard Shift Time (November 1st through March 31st): Area 8 must be patrolled from 6:00 p.m. to 11:00 p.m.

The hours stated above are seven days a week (unless stated otherwise), including holidays, and any other such hours as the Director may designate.

11.3.1.2 Security Guard Tasks

- Guards must arrive and leave security posts at designated times;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

11.3.1.3 Service Areas and Facilities

The Service Areas and the facilities within which will be patrolled by the security guards are illustrated in Exhibits B & C and listed below.

a. Service Area 1 to 3 – Dockweiler Entrance, RV Park Office and its Immediate Vicinity

The facilities within this area include but not limited to:

- The RV Park and its perimeter that includes future adjacent dry campsites, with three (3) shower/restroom buildings;
- The RV Park laundry room;
- The RV Park entrance facility, RV Park Office and immediate vicinity;
- The access road;
- Dockweiler lots 1, 2 and 3 and adjacent restrooms;
- The bicycle lane;
- The Grand Ave parking lot;
- The 62nd Street parking lot;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- The bike rental storage container;
- The lifeguard headquarters building;
- The DBH maintenance building;
- The entire perimeter of the DBH maintenance building; this area includes the building's parking lot and any adjacent storage areas and/or containers;
- Gillis restroom (North of the Department's Maintenance Yard).

b. Service Area 4 - Dockweiler Youth Center/Bluff Parking Lot

The facilities within this area include but not limited to:

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

c. Service Area 5 to 7 – Marina del Rey, Burton Chace Park, and Boating Facilities and its Immediate Vicinity

The facilities within this area include but not limited to:

- Burton Chace Park, including its perimeter and the picnic and boaters restroom facilities:
 - Chace Park parking lots;
 - Community room and office structure;
 - Transient docks;
 - The Boathouse, its perimeter and surrounding docks;
 - The Boathouse Promenade;
 - Park green belt areas;
 - Picnic shelters and pergolas; and

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Fish cleaning station.
- Parcel 77:
 - Parking lot; and
 - Boat and dinghy rack storage area.
- Parcel 47:
 - Parking lot;
 - Boater Restrooms; and
 - Docks G2600, 2400, 2200, 2000, 1800, 1600, 1400, 1200, 1000, 800, and 600.
- Parcel 45:
 - Boater restrooms at Fiscal Building; and
 - Parking lot.
- Santa Monica/Windjammers Yacht Club boater restrooms and laundry room;
- The Visitor Center and its perimeter;
- The Permits building and its perimeter;
- Parcel 49S Mast-Up Storage (next to the Trailer Complex);
- The Trailer Complex; and
- Marina “Mother’s” Beach
- Via Dolce Service Yard
- Boating Facilities
 - Anchorage 47
 - Parcel 77 Power Boat Dry Storage
 - Mast Up Storage
 - Parcel 77 Dinghy Dry Storage
 - Bike Lockers (Parking Lot #7)
 - Mother’s Beach Dry Vessel Storage

d. Service Area 8 – White Point/Royal Palms

The facilities within this area include but not limited to:

- Parking lot; and
- Upper Bluff area.

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

11.3.2 Security Monitoring Checkpoint Locations

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

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

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

11.3.3 Description of Work Duties

The following duties must be completed by the security guard(s) at the assigned Service Area once on duty, but are not limited to:

11.3.3.1 Service Area 1 & 2, Dockweiler

- Arrive at the security post no later than 8:00 p.m., in complete uniform;
- Leave the security post no earlier than 8:00 a.m.;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Refuse any camping fees tendered by campers at the RV Park and direct them to pay the park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.; and
- Prohibit parking on the beach-side parking lots between 10:00 p.m. and 6:00 a.m. unless prior permission has been given by either the parking contractor, the County Project Manager or RV Park staff via an overnight parking pass.

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

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

11.3.3.2 Service Area 3, Dockweiler RV Park and its Immediate Vicinity

- Arrive at the security post no later than 7:00 p.m. and, for the second guard, no later than 10:00 p.m., in complete uniform;
- Leave the security post no earlier than 7:00 a.m. and, for the second guard, no earlier than 8:30 a.m.;
- Sign in electronically at the Dockweiler Kiosk;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Immediately check the RV Park and adjacent facilities and ensure the electronic checkpoints are engaged every 90 minutes.
- Ensure patron vehicle passes are appropriately displayed and valid;
- Ensure all patron vehicles are parked inside the campsite behind the white line. If customer is only dropping off items, give them time to do so;
- Ensure vehicles drive at the posted 5 mph speed limit, and do so safely as to not pose a threat to pedestrians and campsite property;
- Ensure that visitors park in beach parking lot #1. Vehicles with white “Overnight Guests” parking permits may not park inside the campground;
- Enter the restrooms during each patrol to ensure no one is sleeping inside and no malicious activity is taking place;
- Check the laundry facility for unauthorized access;
- Ensure guests abide by rules of the RV Park;
 - Ensure campers comply with quiet hours of 9 p.m. to 6 a.m.;
 - Ensure there is no rowdiness, loud music, abusive language, drunkenness or possession of illegal drugs taking place;
 - Ensure campers do not occupy adjacent empty sites, i.e., that campers do not set up tables and grills;
 - Enforce that campers are not performing major repairs on vehicles in the RV Park including fluid changes, removal of large vehicle parts or washing/rinsing RV;
- Report all incidents on security notes for office;
- Check-in with Park staff for updates of any special circumstances or assignments for the night; and
- Ensure only registered campers roam campgrounds.

11.3.3.3 Service Area 4, Dockweiler Youth Center (DYC)

- Arrive at the security post no later than 7:00 p.m. in complete uniform;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Leave the security post no earlier than 7:00 a.m.;
- Ensure the DYC and concession stand are monitored every 60 minutes;
- Patrol south of the DYC to the hang-gliding storage container (container itself is not the responsibility of the County) to North of the Dockweiler Youth Center where the RV Park ends via the bike path;
- Sign-in electronically at the Dockweiler RV Park office;
- Check sign-in clipboard for special post orders;
- Ensure that all perimeter doors of the DYC and concession stand are closed and locked;
- Ensure all electronic checkpoint locations are engaged;
- Ensure that no one is sleeping in areas around the building;
- Ensure there are no tents on the sand overnight;
- Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.;
- Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.;
- Ensure that no one vandalizes County property; and
- Document any County employee entering the building after closing hours. Verify identification, write down the person's name, title and time of entrance to the facility.

11.3.3.4 Service Area 5 - 7, Marina del Rey

- Arrive at the security post no later than 8:00 p.m. in complete uniform;
- Leave the security post no earlier than 8:00 a.m.; and
- Sign-in electronically at the park office.

a. Via Dolce Yard

- Check the main entry gate to ensure it is secured for the evening;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

b. Trailer Complex

- Check the main entry gate to ensure it is secured for the evening;
- Check all exterior facility doors to ensure they are locked. Check windows for any cracks or signs of illegal entry;
- Check storage bins and bay doors to ensure the padlocks are not vandalized or broken;
- Walk around facility/compound to ensure no homeless are inside the compound;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Check equipment (trucks, vehicles, fork lift, boats, and pressure washer) for damage and ensure equipment is locked;
- Check exterior chain link fence for illegal access into compound (for example: holes or damage to the fence);
- Ensure exterior lights to the facility are on and/or working properly;
- Report all observed or discovered vandalism of County property; Report on a daily basis any suspicious activity and/or matters requiring immediate attention; and
- Contact Marina del Rey Sheriff's Station at (310) 482-6000 if there is an imminent threat or activity requiring immediate attention and further investigation.

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

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

d. Parcel 77 – Boat Storage Area

- Walk perimeter and interior of storage area;
- Ensure that unauthorized persons are not inside the area;
- Ensure that no tenants are sleeping overnight on their boats or anywhere in the storage area;
- Ensure that pedestrian gate and both vehicle gates are closed and secured; and

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Report vandalism, suspicious activity, and/or matters requiring immediate attention to the Contract Administrator.

e. Burton Chace Park/Guest Docks

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

f. Boathouse/Docks

- Ensure that all Boathouse doors are secure, including entrance gates and doors on all three floors;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Ensure that no unauthorized vessels are tied up to the Boathouse docks;
 - Ensure that anyone found on the docks has proper County employee photo identification or is a volunteer Boy Scout. Ensure that anyone in the facility after hours has proper identification and, should they not have it, document the person's name, title and business reason for being on the premises. All activities must be County approved. Any overnight activity must have prior approval. Notification will come from the County Contract Administrator or Burton Chace Park Supervisor; and
 - Enforce Visitor Guest Dock Rules (Exhibit K);
- g. Parcel 47 – Restrooms, Docks G2600, 2400, 2200, 2000, 1800, 1600, 1400, 1200, 1000, 800, and 600**
- Regularly monitor boater restrooms for unauthorized persons and vandalism; and
 - Ensure that no unauthorized vessels are tied to the docks.
- h. Boathouse Promenade**
- Walk perimeter;
 - Ensure that unauthorized persons are not inside area; and
 - Enforce Burton Chace Park rules.
- i. Visitors Center**
- Walk perimeter;
 - Ensure that unauthorized persons are not inside area; and
 - Enforce parking lot rules.
- j. Permits Building**
- Walk perimeter;
 - Ensure that unauthorized persons are not inside area; and
 - Enforce parking lot rules.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

k. Marina “Mother’s” Beach

- Walk perimeter of public restrooms;
- Ensure that unauthorized persons are not inside Department storage areas; and
- Enforce parking lot rules.

l. Boat Facilities

- Walk perimeter of Boat Facilities and public restrooms;
- Ensure that unauthorized persons are not inside Department storage areas; and
- Enforce parking lot rules.

11.3.3.5 Area 8, White Point/Royal Palms Beach Parking Lot

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

11.3.4 Other Duties

Perform other duties within the scope of this Contract as required by the Director or their designee.

11.3.5 Special Events / Property Protection

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

a. ARTsea

- Event Dates: Two (2) days in June
- Duties: Security services for up to five (5) days before and after event

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Shift: Twelve (12) hours, each day/ each night
- Personnel Needed: Four (4) guards each shift
- Total Hours: 480

b. Marina del Rey Summer Concerts

- Event Dates: Up to ten (10) concerts, on alternating Thursdays and Saturdays between the months of July and August.
- Duties: Security services as required for ten (10) days overnight before each event.
- Shift: Twelve (12) hours (overnight)
- Personnel Needed: Four (4) guards
- Total Hours: 480

c. Marina Spooktacular

- Event Dates: Two (2) days during last weekend of October
- Duties: Security services as required for up to five (5) days before and after the event.
- Shift: Twelve (12) hours each day/each night
- Personnel Needed: Five (5) guards each day/ Seven (7) guards each night
- Total Hours: 720

d. Holiday Boat Parade Fireworks Show

- Event Date: Second Saturday in December (Confirmation will be provided prior to event)
- Duties: Security services as required before, during and after the event
- Shift: Twenty (20) hours
- Personnel Needed: One (1) guard
- Total Hours: 20

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

e. Marina Lights

- Event Date: December 1st – January 1st
- Duties: Security services as required at night
- Shift: Twelve (12) hours each night
- Personnel Needed: Two (2) guards
- Total Hours: 744

f. Marina del Rey New Year's Eve

- Event Date: December 31 – January 1
- Duties: Security services as required, before, during, and after the event
- Shift: Twenty-two (22) hours
- Personnel Needed: Two (2) guards
- Total Hours: 44

g. Dockweiler Beach Designated Holidays and Weekends

Contractor will be required to provide two-armed security guards to safeguard equipment, fixtures and property at both the Dockweiler Beach Main Entrance Kiosk and RV Park and provide the scope at the designated dates and hours in accordance with Exhibit I (Dockweiler Beach - Main Entrance RV Park Security Coverage Schedule).

12.0 UNARMED EVENT STAFF GUARDS

12.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 11.0, the Contractor must provide all equipment necessary to perform the Contract work.

12.2 EQUIPMENT FURNISHED BY CONTRACTOR

12.2.1 Uniforms

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

- Dark color polo shirt and trousers;
- Jacket that identifies the guard as security;

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- Contractor's name and/or logo must be displayed on both the polo shirt and jacket, along with the word "Security" in a contrasting color from the polo shirt and jacket.

12.2.2 Security Guard Equipment

12.2.2.1 Contractor is required to provide the following equipment for all special event dates listed in Section 12.3:

- (1) two-way radio for each assigned unarmed event guard, overnight guard, and supervisor;
- (1) two-way radio for each on-site LA County Sheriff's deputy (if applicable);
- (1) two-way radio for each County event manager;
- (1) emergency first aid kit;
- Badge (with guard's last name, first initial) worn on the upper left breast of the uniform.

12.2.2.2 Contractor must ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively without interruption and follow all FCC regulations.

12.2.2.3 Contractor must provide a sufficient number of batteries to provide a fully-charged battery and a fully operational radio for shift of coverage.

12.2.2.4 Contractor must provide repair and/or replacement for radio equipment as needed.

12.2.3 Photo Identification

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

12.3 SCOPE OF WORK

Contractor must provide unarmed event staff security guard services in public spaces for special events hosted by the Department of Beaches and Harbors (Department) in Marina del Rey and Playa del Rey. All event guards must be unarmed at all times when patrolling Department events. Event security guard services will be required for special events at the following locations: Dockweiler

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

Youth Center, 12505 Vista del Mar, Playa del Rey, CA 90293 and Burton Chace Park, 13650 Mindanao Way, Marina del Rey, CA 90292. The Contractor must provide event staff guard services to conduct specialized crowd control and security services during events. Further specifications and requirements for special events are discussed in Section 12.3 of this SOW.

12.3.1 Tasks

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

12.3.2 Schedule of Services

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

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

a. ARTsea

- Event Dates: Two (2) days in June
- Estimated Attendance: 8,000 per event date
- Shift: Twelve (12) hours, each day
- Personnel Needed:
 - Ten (10) guards
 - One (1) supervisor
- Total Hours: 264

b. Marina del Rey July 4th Fireworks Show

- Event Date: July 4
- Estimated Attendance: 5,000 to 8,000
- Shift: Eleven (11) hours
- Personnel Needed:
 - Twenty-five (25) guards, from 12:00 p.m. to 11:00 p.m.
 - Three (3) supervisors, from 12:00 p.m. to 11:00 p.m.

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

- o One (1) Event Manager, as needed.
- Total Hours: 319

c. Marina del Rey Summer Concerts

- Event Dates: Up to ten concerts, on alternating Thursdays and Saturdays between the months of July and August.
- Estimated Attendance: 3,000 – 8,000 per event date
- Shift: Ten (10) hours
- Personnel Needed:
 - o Up to thirty-five (35) guards
 - o Four (4) supervisors
 - o One (1) Event Manager, as needed.
- Total Hours: 4,000

d. Marina Spooktacular

- Event Dates: Two (2) days during last weekend of October
- Estimated Attendance: 3,500 per day
- Shift: Twelve (12) hours
- Personnel Needed:
 - o Fifteen (15) guards
 - o Two (2) supervisors
 - o One (1) Event Manager, as needed.
- Total Hours: 432

e. Marina Lights

- Event Date: December 1st – January 1st
- Shift: Twelve (12) hours
- Personnel Needed:
 - o One (1) guard each day
- Total Hours: 372

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

f. Marina del Rey New Year's Eve

- Event Dates: December 31 – January 1
- Estimated Attendance: 10,000
- Shift: Eight (8) hours
- Personnel Needed:
 - o Forty (40) guards
 - o Four (4) supervisors
 - o One (1) event manager
- Total Hours: 360

12.3.4 Unarmed Event Staff Guard Duties

During each event date and shift listed above in Section 12.3, all unarmed guards must have training in, adhere to, and provide all of the following:

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

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

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK (SOW)**

ARMED AND UNARMED EVENT STAFF SECURITY GUARD SERVICES

13.0 GREEN INITIATIVES

- 13.1** Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 13.2** Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to the Contract commencement.

14.0 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.

- 14.1** 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

ARMED AND UNARMED EVENT STAFF SECURITY GUARD 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 7.0. – ADMINISTRATION OF CONTRACT CONTRACTOR	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection of Files & Observation	\$50 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	\$100 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 8.25 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor must maintain required liability amounts and coverages.	Review of Insurance Certificates	\$500 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	\$100 per occurrence
CONTRACT: PARAGRAPH 8.37 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor must maintain all required records as specified.	Inspection of Files	\$100 per occurrence
CONTRACT: PARAGRAPH 8.39 – <i>SUBCONTRACTING</i>	Contractor must obtain County's written approval prior to subcontracting any work.	Observation	\$100 per occurrence
CONTRACT: PARAGRAPH 9.1 – <i>COMPLIANCE WITH LIVING WAGE PROGRAM</i>	Contractor must comply and adhere to all requirements of the Living Wage Program	Review of Records	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
CONTRACT: PARAGRAPH 9.1.3 – <i>CONTRACTOR'S SUBMITTAL OF CERTIFIED MONITORING REPORTS</i>	Contractor must provide all required Living Wage reports on a monthly basis	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>QUALITY CONTROL</i>	Contractor must observe & comply with its quality control plan	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor must respond to Contract Discrepancy Report (CDR) within three (3) business days.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor must submit a plan for correction to an issued CDR within five (5) workdays	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.0 - <i>RESPONSIBILITIES</i>	Contractor's employees must comply with all responsibilities listed in Section 5.0 of the Statement of Work	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.4 – <i>RESPONSIBILITIES – CONTRACTOR'S PROJECT MANAGER</i>	Contractor must designate a full-time employee as Contractor's Project Manager.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.5 – <i>RESPONSIBILITIES – CONTRACTOR'S</i>	Contractor must ensure all posts are filled according to Contractor's submitted staffing plan	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.6 – <i>RESPONSIBILITIES – CONTRACTOR'S</i>	Contractor must immediately notify County Project Manager of any guard absences	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.8.2 – <i>RESPONSIBILITIES – CONTRACTOR'S REPRESENTATIVE</i>	Contractor's Project Manager must be available to the County Project Manager by reasonable telephone notice each business day	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.9 – <i>RESPONSIBILITIES</i>	Contractor must provide a supervisor during the performance of the Contract	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.11 – <i>RESPONSIBILITIES</i>	Contractor must return calls or emails to the Department no later than the next business day	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.12 – <i>RESPONSIBILITIES</i>	Contractor must provide its employees annual notification of Living Wage Program	Inspection of Files	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 5.16 – <i>RESPONSIBILITIES - LICENSES/CERTIFICATES</i>	Contractor must maintain all required licenses during the Contract term	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.16.2.1 – <i>RESPONSIBILITIES</i>	Contractor must ensure that security guards maintain all required training and certification during the Contract term	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.16.3.1 – <i>RESPONSIBILITIES</i>	Contractor must provide to Department completion of training, licenses and certifications of security guards prior to performing Contract work	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.16.3.2 – <i>RESPONSIBILITIES</i>	Contractor must maintain records of employees assigned to perform contract work	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.0 – <i>TRAINING REQUIREMENTS</i>	Contractor must ensure security guards successfully complete a basic training course prior to commencing patrol duties	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.0 - <i>UNSCHEDULED WORK</i>	Contractor must provide armed/unarmed security guard services for special events and emergencies as requested by Director	Observation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.3 – <i>LOGS AND REPORTS –ARMED GUARDS</i>	Contractor must maintain a daily patrol log to be completed by the end of each shift and accessible to County staff	Review of Records	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.5 – <i>LOGS AND REPORTS –ARMED GUARDS</i>	Contractor must prepare written incident reports as necessary by the end of the shift in which an incident is first observed	Review of Records	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.7 – <i>LOGS AND REPORTS –ARMED GUARDS</i>	Contractor must maintain a log of all complaints received with a copy of the complaint and resolution forwarded to the CA within five (5) working days of receipt of the complaint	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.1.1 – <i>FACILITIES AND EQUIPMENT FURNISHED BY COUNTY-ARMED GUARDS</i>	Contractor must be responsible for repairs or replacement of lost, stolen or damaged County equipment	Observation	\$250 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 11.2.3 – <i>EQUIPMENT FURNISHED BY CONTRACTOR—ARMED GUARDS</i>	Contractor must furnish all security guards' work uniforms which must be neat, clean and worn while performing the Contract work	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.2.4.1– <i>EQUIPMENT FURNISHED BY CONTRACTOR—ARMED GUARDS</i>	Security guards must be equipped with all required equipment listed in 11.2.4.1.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.2.5 – <i>EQUIPMENT FURNISHED BY CONTRACTOR—ARMED GUARDS</i>	Security guards must wear visible photo identification at all times while performing Contract work	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.2.6.1 – <i>EQUIPMENT FURNISHED BY CONTRACTOR—ARMED GUARDS</i>	Contractor must provide required patrol vehicles with current DMV registration	Observation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.2.7 – <i>EQUIPMENT FURNISHED BY CONTRACTOR—ARMED GUARDS</i>	Contractor must provide at least two (2) two-way communication devices	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.2.1 – <i>EQUIPMENT FURNISHED BY CONTRACTOR – EVENT STAFF GUARDS</i>	Contractor must furnish all security guards with clean and neat uniforms for each Special Event services are provided	Observation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.2.2 – <i>EQUIPMENT FURNISHED BY CONTRACTOR – EVENT STAFF GUARDS</i>	Contractor must provide all required equipment as listed in Section 12.2.2.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.3.1 – <i>SCOPE OF WORK-ARMED GUARDS</i>	Contractor must ensure all service areas identified are patrolled	Observation & Documentation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.3.1 .1– <i>SCOPE OF WORK-ARMED GUARDS</i>	Security guards must be staffed at designated posts and times	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.3.1.2 – <i>SCOPE OF WORK-ARMED GUARDS</i>	Security guards must comply with all tasks in Section 11.3.1.2.	Observation	\$500 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 11.3.3 – SCOPE OF WORK-ARMED GUARDS	Contractor must ensure security guards perform all duties as described for all areas listed	Observation & Documentation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.3.1 – SCOPE OF WORK – EVENT STAFF GUARDS	Security guards must be staffed at designated posts and times	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.3.3 – SCOPE OF WORK – EVENT STAFF GUARDS	Contractor must provide unarmed event staff guards for events listed in Section 12.3.3	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.3.4 – SCOPE OF WORK – EVENT STAFF GUARDS	Contractor must ensure all guards comply with all duties listed in Section 12.3.4	Observation	\$250 per occurrence

**DEPARTMENT OF BEACHES AND HARBORS
SERVICE AREA – POST ORDERS**

SERVICE AREA – POST ORDERS
QUICK REFERENCE

Service Area 1 – Dockweiler Entrance.....Page 3
Shift Time // 8:00 p.m. – 8:00 a.m. (12-hours)

Service Area 2 – Dockweiler VehiclePage 7
Shift Time // 8:00 p.m. – 8:00 a.m. (12-hours)

Service Area 3 – Dockweiler RV Park.....Page 11
Shift Time // 7:00 p.m. – 7:00 a.m. (12-hours)

Service Area 4 – Dockweiler Youth Center.....Page 15
Shift Time // 7:00 p.m. – 7:00 a.m. (12-hours)

Service Area 5 – Marina del Rey VehiclePage 19
Shift Time // 8:00 p.m. – 8:00 a.m. (12-hours)

Service Area 6 – Burton Chace Park.....Page 23
Shift Time // 7:00 p.m. – 7:00 a.m. (12-hours)

Service Area 7 – Boat Facilities.....Page 27
Shift Time // 7:00 p.m. – 7:00 a.m. (12-hours)

Service Area 8 – White Point / Royal Palms Beach.....Page 30
Daylight Saving Shift Time (04/01 – 10/31) // 8:00 p.m. – 1 a.m. (5-hours)
Standard Shift Time (11/01 – 03/31) // 6:00 p.m. – 11:00 p.m. (5-hours)

SERVICE AREA 1

POST ORDERS FOR DOCKWEILER ENTRANCE

Shift Time // 8:00 p.m. till 8:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using the Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol should be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic check-points are safe and free of damage(s). (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders are displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

DOCKWEILER ENTRANCE TASKS

1. Pick up radio, electronic check-in device, and clipboard with blank copies of Daily Activity Reports from Dockweiler Entrance Kiosk.
2. Security guard must always remain in the security booth at the Main Gate, maintain contact with the security guard on vehicle patrol by way of a two-way radio and perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone.
3. Security Guard must close the main entrance gate at 10:00 p.m. or when directed by Department personnel or Parking Contractor.
4. Admit late-arriving campers to the RV Park after 8:00 p.m., if designated on the camping roster provided daily by RV Park manager
5. Maintain a log of nightly entries to the RV Park provided by the RV Park manager which must include: RV patrons name, Space number assigned, Driver and vehicle license numbers, and a Brief description of the vehicle.
6. Give the log of nightly entries to the RV Park manager for collection of fees from the appropriate camper.
7. Allow campers at the RV Park to exit and return at all times upon presentation of a pre-paid space rental ticket and proper I.D.
8. Refuse any camping fees tendered by campers at the RV Park and direct them to pay the park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.
9. Prohibit parking on the beach-side parking lots between 10:00 p.m. and 6:00 a.m. unless prior permission has been given by either the parking contractor, the County Contract Administrator or RV Park staff via an overnight parking pass.
10. Inspect the Kiosk and equipment (i.e.: parking gate) to ensure it is operational.
11. Inspect for cleanliness and perform upkeep required to maintain a safe and presentable work area. Keep the kiosk clean.
12. Account for all post keys and immediately report any missing keys.
13. Ensure all necessary post paperwork and forms are available

14. No smoking allowed in the kiosk.
15. Answer phone calls by stating your identity as "Security Officer (last name) speaking, how may I help you?" Always be polite and sound alert. Use your listening skills and be helpful.
16. If you are working at an access control post, any time someone approaches you, you must stand while speaking with them (no sitting) while communicating.
17. Loading and unloading firearms are prohibited during shift.
18. Leave Firearm in holster unless needed for life threatening situation. (No shooting of firearm unless in life threatening situation).
19. Incident reports must be filled out whenever there is an employee or non-employee injury and whenever 911 is called. (These are separate from the Daily Activity Reports.)
20. Guard must remain on duty and in uniform with complete gear until 8:00 a.m.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.
- Responding as back up
 - Patrol officers are responsible for backing up other officers located at DYC, RV lot, and the guards in Marina del Ray if needed.
 - Patrol officers must respond **IMMEDIATELY**.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction.

SERVICE AREA 2

POST ORDERS FOR DOCKWEILER VEHICLE

Shift Time // 8:00 p.m. till 8:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using the Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic checkpoints, are safe and free of damage(s). (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders is displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

DOCKWEILER VEHICLE POST TASKS

1. Upon arrival to Vehicle Post, Guard must report to the RV Park Post and check-in with Security Guard and retrieve list of Overnight RV Park Guest Arrivals.
2. Pick up radio, electronic check-in device, and clipboard with blank copies of Daily Activity Reports from Dockweiler Main Gate Kiosk.
3. Dockweiler Vehicle Guard security guard must patrol the facilities by car as directed by the County Contract Administrator.
4. Complete patrols and scanning of post electronic check points should be completed every 90 minutes, which include:
 - Parking Lot 1, 2, & 3
 - Parking Lot 2 Commissioner
 - OSD Maintenance Yard
 - Gilis Restroom
 - Dockweiler RV Park
 - Dockweiler Youth Center
5. Verify that the surrounding areas around the electronic checkpoints, are safe and free of damage. (i.e., checking restrooms for trespassers and graffiti.)
6. Ensure detailed notes are included for any incidents on all overnight reports.
7. Locate and verify that Post Orders are displayed at the entrance of the security post and carried out while on duty; pay attention to any special instructions left for a specific night. (i.e., special filming, construction, etc.)
8. Guard must ensure the following parking lots are **locked** at 8:30 p.m.:
 - a. Grand Parking Lot
 - b. Bluff Parking Lot
 - c. 62nd Street Parking Lot
 - i. If these parking lots are not secured, the guard must lock them and report the date and time of locking in the Daily Activity Report;
9. Guard must ensure the following parking lots are **unlocked** daily between 5:30 a.m. - 6:00 a.m.:
 - a. Grand Parking Lot
 - b. Bluff Parking Lot, and
 - c. 62nd Street Parking Lot.

10. Clear the parking lots of all cars by 10:00 p.m. unless the vehicle has a valid overnight pass.
11. Give the log of nightly entries to the RV Park manager for the collection of fees from the appropriate camper.
12. Prohibit parking on the beach-side parking lots between 10:00 p.m. - 6:00 a.m. unless prior permission has been given by either the parking contractor, the County Contract Administrator, or RV Park staff via an overnight parking pass.
13. Account for all post and vehicle keys.
14. Ensure all necessary post paperwork and forms are available.
15. No smoking allowed in the patrol vehicle.
16. Answer phone calls by stating your identity as "Security Officer (last name) speaking, how may I help you?" Always be polite and sound alert. Use your listening skills and be helpful.
17. Loading and unloading firearms is prohibited during shift.
18. Leave Firearm in holster unless needed for life life-threatening situation. (No shooting of a firearm unless in life life-threatening situation).
19. Incident reports must be filled out whenever there is on-site injury.
20. Ensure vehicle keys are secured in lock-box at the conclusion of your shift.
21. Guard must remain on duty and in uniform with complete gear until 8:00 a.m. (you may report to Community Room at 7:55 a.m. to turn in equipment, completed D.A.R, and electronic check-in device).

VEHICLE INSPECTION

- a. Vehicle inspections must take place at the start and end of every shift.
- b. Inspect the patrol vehicle and equipment to ensure it is operational.
 - i. If any mechanical issues exist with the vehicle, please contact Supervisor immediately.
- c. Inspect patrol vehicle for cleanliness and perform upkeep required to maintain a safe, presentable, and reliable vehicle.
- d. Inspect patrol vehicle gas level and replenish regularly to prevent last-minute refuels.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.
- Responding as back up
 - Patrol officers are responsible for backing up other officers located at DYC.
 - Patrol officers must respond **IMMEDIATELY**.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction

SERVICE AREA 3

POST ORDERS FOR DOCKWEILER RV PARK

Shift Time // 7:00 p.m. till 7:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using the Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert, and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic check-points are safe and free of damage(s). (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders is displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

DOCKWEILER RV PARK TASKS

1. Upon arrival to the RV Park, Guard must report to the RV Park Office. Check-in with Park Office staff for updates or any special circumstances or assignments for the night and receive list of Overnight RV Park Guest Arrivals.
2. Pick up the radio, electronic check-in device, and clipboard with Daily Activity Report (D.A.R.) from Dockweiler Main Gate.
3. Obtain “**Master List**” of approved guests/patrons from RV Park office staff to ensure all persons on property are authorized to patronize the park. If not on “Master List” or if not an approved visitor, individuals must leave the RV Park property.
4. Complete foot patrols of the entire park continuously every 60 minutes.
5. Complete a Daily Activity Report log every shift and include notes about all findings and discrepancies (e.g.: graffiti, vandalism, trespassers, open doors and incidents).
6. Interact with park guests/patrons and ensure they understand park rules and regulations by introducing yourself as “Security Officer Last Name” for your safety and assistance. “Is there anything I can help you with today?”
7. **Notify guests/patrons to secure their valuables** (i.e. bikes, and unlocked items) **and equipment after hours and when unattended.**
8. Ensure there is no rowdiness, loud music, abusive language, drunkenness or possession of illegal drugs taking place.
9. Guests/Patrons are allowed up to 12 people per campsite.
10. Ensure campers do not occupy adjacent or empty sites that may be unoccupied.
11. Enforce that campers are not performing major repairs on vehicles in the RV Park, including fluid changes, removal of large vehicle parts or washing/rinsing RV.
12. Ensure guests comply with quiet hours of 9:00 p.m. to 6:00 a.m.
13. Complete all electronic check-in patrols hourly, ensuring that the surrounding areas are clear and safe, which includes checking restrooms for trespassers and wanderers.

14. Enter the restrooms during each patrol to ensure no malicious activity is taking place.
15. Check the laundry facility for unauthorized access. Request campsite number of individuals using the facilities.
16. Ensure that all guests/patron vehicle parking passes are appropriately visible on the dashboard or windshield and are valid to the proper date.
17. Ensure all guests/patron vehicles are parked inside the campsite within the white line and in the appropriate numbered spot. **This is to ensure the driveway is clear for vehicles to safely drive through.** If the guest/patron is only dropping off items, allow only 15 minutes.
18. Ensure vehicles drive at the posted 5 mph speed limit and do so safely as to not pose a threat to pedestrians and campsite property.
19. Ensure that visitors of paid patrons park in the beach Parking Lot #1 (north of Main Gate). Even vehicles with **white** "Overnight Guests" parking permits must park in Parking Lot #1.
20. Report all incidents on security notes for the RV Park office staff to receive in morning.
21. Incident reports must be filled out whenever there is an injury to a staff, guest, or public person.
22. Loading and unloading firearms is prohibited during shift.
23. Leave Firearm in holster unless needed for life threatening situation. (No shooting of firearm unless in life life-threatening situation).
24. Guard must remain on duty and in uniform with complete gear until 7:00 a.m.; although you may report to the main gate at 6:55 a.m. to turn in equipment, completed D.A.R, and electronic check-in device.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.
- Responding as back up
 - Patrol officers are responsible for backing up other officers located at DYC, RV lot, and the guards in Marina del Rey if needed.
 - Patrol officers must respond **IMMEDIATELY**.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards must assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction

SERVICE AREA 4 –
POST ORDERS FOR THE DOCKWEILER YOUTH CENTER

Shift Time // 7:00 p.m. till 7:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements are as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic check-points, are safe and free of damage. (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders is displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

DOCKWEILER YOUTH CENTER (DYC) TASKS

1. Upon arrival to DYC, guard must report to the Youth Center Office, check in with office staff for updates or any special circumstances or assignments for the night.
2. Pick up radio, electronic check-in device, and clipboard with Daily Activity Report (D.A.R.) from Dockweiler Main Gate.
3. Guard must also escort any staff to the vehicle upon request.
4. Ensure the Dockweiler Youth Center and adjacent concession stand are monitored every 60 minutes.
5. Clear out the parking lot after 10:00 p.m.
6. Ensure Dockweiler Patrol guard locks front swinging gates at 10:00 p.m. and unlocks gates at 5:30 a.m.
7. Patrol South of the DYC to the hang-gliding storage container (container itself is not the responsibility of the County) to North of the Dockweiler Youth Center where the RV Park ends via the bike path.
8. Ensure that all perimeter doors of the Dockweiler Youth Center and concession stand are closed and locked. **Pull on doors and inspect windows.**
9. Ensure all electronic checkpoint locations are engaged.
10. Ensure that no one is sleeping in any areas around the buildings.
11. Ensure there are no tents on the sand overnight.
12. Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.; Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.
13. Ensure that no one vandalizes County property and document any County employee entering the building after closing hours. **Verify identification, write down the person's name, title and time of entrance to the facility.**
14. Loading and unloading firearms is prohibited during shift.
15. Leave Firearm in holster unless needed for life life-threatening situation. (No shooting of firearm unless in life threatening situation).

16. Guard must ensure swinging entry gate is unlocked and opened before the end of the shift.
17. Guard must remain in uniform with gear and stay on duty until 7:00 a.m.
18. Guard should not report to the Dockweiler Youth Center until 6:55 a.m. to turn in radio, D.A.R, and electronic check-in device.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division is to be called.
 - Fill out incident report.
- If a lost child is encountered request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out incident report.
- Responding as back up
 - Patrol officers are responsible for backing up other officers located at Dockweiler Main gate and RV Park.
 - Patrol officers should respond **IMMEDIATELY**.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols will stand by for special instruction

SERVICE AREA 5

POST ORDERS FOR MARINA DEL REY VEHICLE

Shift Time // 8:00 p.m. till 8:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using the Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic check-points are safe and free of damage. (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders are displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

MARINA DEL REY VEHICLE PATROL TASKS

1. Make sure that patrols are conducted within the following hours: 8:30 p.m., 9:30 p.m.; 10:30 p.m.; 12:00 a.m.; 1:00 a.m.; 2:00 a.m.; 3:00 a.m.; 4:00 a.m.; 5:00 a.m.; 6:00 a.m.; 7:00 a.m.;
2. While on patrol, make sure you engage electronic checkpoints at the following locations:
 - Anchorage 47 Building / Storage
 - SMWYC Building
 - Visitor Center
 - Permit's Building
 - Trailer Complex / Boat Launch Restrooms
 - Mast Up Storage
 - Mother's Beach Restroom / Storage Complex
 - Via Dulce Maintenance Yard
 - Boat Launch Parking Lot
3. Patrol all required sites and report if any sites are not accessible.
4. Annotate any vandalism, check for trespassers, check restrooms thoroughly, ensure no one is sleeping around buildings.
5. Ensure there no unauthorized vehicles or visitors inside the Mast Up or A47 storage overnight.
6. Report any malfunction gates at any of the storage or maintenance yards on overnight reports.
7. Report any restroom checks that are not able to be completed due to use of the restroom. If unable to access restroom for more than 2-hours, call 911 and notate the incident on the nightly report.
8. Ensure that no one vandalizes County property and document any County employee entering County buildings after closing hours. Verify identification, write down the person's name, title and time of entrance to the facility.
9. Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.; report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.

10. Log all activity and issues encountered during patrols in the Daily Activity Report (DAR). Fill out an incident report and notify the Post Commander
11. Use vehicle's special exterior lighting when patrolling areas to increase visibility.
12. Loading and unloading firearms is prohibited during shift.
13. Leave Firearm in holster unless needed for life life-threatening situation. (No shooting of firearm unless in life threatening situation).
14. Incident reports must be filled out whenever there is any type of injury.
15. Guard cannot report to the Burton Chace Park Community Room until 7:55 a.m. to turn in radio, Daily Activity Report, and electronic check-in device.
16. Ensure vehicle keys are secured in lock-box at the conclusion of your shift.

VEHICLE INSPECTION

- Vehicle inspections must take place at the start and end of every shift.
- Inspect the patrol vehicle and equipment to ensure it is operational.
- If any mechanical issues exist with the vehicle, please contact Supervisor immediately.
- Inspect patrol vehicle for cleanliness and perform upkeep required to maintain a safe, presentable, and reliable vehicle.
- Inspect patrol vehicle gas level and replenish regularly to prevent last-minute refuels.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division is to be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.
- Responding as back up
 - Patrol officers are responsible for backing up other officers located at Burton Chace Park, DYC, RV lot, and Dockweiler Beach in case of emergency.
 - Patrol officers should respond **IMMEDIATELY**.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction.

SERVICE AREA 6
POST ORDERS FOR BURTON CHACE PARK
Shift Hours // 7:00 p.m. – 7:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using the Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS YOUR WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic check-points are safe and free of damage. (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders is displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

BURTON CHACE PARK TASKS

1. Receive the Transient Dock Guest List from the Park Office.
2. Conduct Foot Patrols of Burton Chace Park with patrols to be conducted every hour.
3. While on patrol, make sure you engage electronic checkpoints:
 - Public Restrooms
 - Boater Restrooms
 - North & South Pergolas + Bridge
 - Picnic Shelters
 - Community Building
 - Boathouse Building
 - Transient Dock Gates
 - North Water Fountain
4. Guard must walk the dock and ensure all boats docked inside of Burton Chace Park slips are listed on the Transient Dock Guest List.
5. If boat arrives overnight, the guard must contact the boat operator and ask for CF Number or Coastal Number and log information on the Transient Dock Guest List.
6. Guard must verify that the boat operator and/or vessel is on the list of the “banned” boaters and/or vessels and request that they vacate the slip. If they refuse to leave, call 911 and log the incident.
7. Guard must not accept any type of payment and inform the boat operator to pay at Park Office the following morning.
8. Notate times that the “cleaning crew” enters and exits the park on daily report.
9. Notate any vandalism in your nightly report.
10. Clear people out of the park at 10:00 p.m.
11. Patrol the Park for unauthorized people.
 - Guests staying at the transient docks are **not allowed** to hang out inside of the Park after 10:00 p.m.
12. Check all doors at the community center. If a door is found open, close it and lock it, then notate the door on the nightly report.

13. Make sure the entry gate to Burton Chace parking lot is closed at 10:00 p.m.
14. Log license plate numbers, make and model of vehicles that remain in the parking lot after closing.
15. When stationed at the back of Burton Chase Park, make sure that you are being observant of your surroundings and watching for foot traffic within the park.
16. Guards must return the Clipboard and his/her Daily Activity Report to the Marina del Rey patrol guard.
17. Incident reports must be filled out when required. (Do not use the D.A.R. as D.A.R's are mandatory for every shift.)
18. Loading and unloading firearms is prohibited during shift.
19. Leave Firearm in holster unless needed for life threatening situation. (No shooting of firearm unless in life life-threatening situation).
20. Guard must ensure the swinging entry gate is unlocked and opened before the end of shift.
21. Guard cannot report to the Burton Chace Park Community Room until 6:55 a.m. to turn in radio, Daily Activity Report (D.A.R.), and electronic check-in device.
22. Guard must remain in uniform with gear and stay on duty until 7:00 a.m.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.

Responding as Back Up

- Burton Chace Park Officer is responsible for backing up the Marina Del Rey Vehicle Officer.
- Patrol officers must respond **IMMEDIATELY**.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can, how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction.

SERVICE AREA 7

POST ORDERS FOR BOATING FACILITIES

Shift Hours // 7:00 p.m. – 7:00 a.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic checkpoints, are safe and free of damage. (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders are displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

BOATING FACILITIES BEACH TASKS

1. Check-in with **Boating Section Staff** at the start of shift.
2. Ensure private restrooms (**three**) at **Anchorage 47** are locked and secure.
3. Ensure no one is trespassing on docks at **Anchorage 47** throughout shift.
4. Ensure dock entry gates at **Anchorage 47** are locked and secure throughout shift.
5. Ensure no one is sleeping inside of vehicles in **Parcel 45** and **Parcel 47** after 10 p.m.
6. Ensure entry and exit gates at **Mast-Up Storage** are closed and secure.
7. Ensure no one is trespassing inside of **Mast-Up Storage** after 10 p.m.
8. Ensure entry and exit gates at **Lot 77 Dry Storage** are closed and secure.
9. Ensure public restrooms at **Lot 77 Dry Storage** are locked and secure.
10. Ensure no one is trespassing inside of **Lot 77 Dry Storage** after 10 p.m.
11. Ensure public restrooms at **Dry Storage** near **Trailer Complex** are locked and secure.
12. Ensure there is no trespassing occurring at **Dry Storage** near **Trailer Complex** after 10 p.m.
13. Ensure that all **Bike Lockers** are locked and secure throughout shift.
14. Ensure no one is vandalizing or sleeping near **Bike Lockers** throughout shift.
15. Ensure private lockers at **Mother's Beach Dry Vessel Storage** are secure.
16. Ensure no one is vandalizing the **Mother's Beach Dry Vessel Storage** throughout shift.
17. Check-out with Boating Section Staff at the end of shift.

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division is to be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can, how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction

SERVICE AREA 8

POST ORDERS FOR WHITE POINT/ ROYAL PALMS BEACH

Daylight Saving Shift Time (April 1 - October 31) // 8:00 p.m. till 1:00 a.m.

Standard Shift Time (November 1 - March 31) // 6:00 p.m. till 11:00 p.m.

GENERAL DUTIES

1. Uniform **MUST** be clean and complete. Uniform requirements as follows:
 - Jacket with company logo, White, Light Blue or Yellow Uniform Shirt, Security Company Badge, Well-fitting Navy Blue or Black Slacks, Belt, Black Shoes/Boots, and Sam/Sally Browne Gun Belt with Equipment.
2. Sign in using Security Company's Online Timekeeping System **PROPERLY**. (Call Company Office for assistance if needed) Proper sign-in/out includes:
 - Clocking in/out at the **EXACT** time.
 - Choosing the correct location/post when clocking in/out.
 - Make necessary edits or provide comments in the event a mistake is made.
3. Report to shift sober, alert and ready to work. **Usage of alcohol and drugs is strictly prohibited.** (Including prescribed meds that cause drowsiness.)
4. Random Drug Screening is ongoing. **(THIS IS A WARNING)**
5. Report to every shift with Guard Card and Firearm Permits in your possession at all times.
6. ABSOLUTELY NO FRIENDS can visit you and/or loiter around any security post or parking lots during business and/or after hours.
7. **Sleeping** on the job **will not be tolerated.** **(THIS IS A WARNING)**
8. Patrol must be completed every hour, which includes scanning of all electronic checkpoints assigned to the service area.
9. Verify that the surrounding areas around the electronic checkpoints, are safe and free of damage. (i.e., checking restrooms for trespassers and graffiti.)
10. Ensure detailed notes are included for any incidents on all overnight reports.
11. Locate and verify that a copy of the Post Orders are displayed for the assigned Service Area; pay attention to any special instructions or notes left for specific nights. (i.e., special filming, construction, overnight activity, etc.)

WHITE POINT / ROYAL PALMS BEACH TASKS

1. Ensure public restrooms at **White Point Upper Picnic Area** are locked and secure.
2. Ensure no public remains in **White Point Upper Picnic Area** after closing time.
3. Ensure public restrooms along **Royal Palms Picnic Area** are locked and secure.
4. Ensure no public remains in **Royal Palms Picnic Area** after closing time.
5. Assist County assigned Parking Contractor in clearing out vehicles from the lower parking lots after closing time.
6. Log license plate numbers, make and model of vehicles remaining in lot after closing.
7. Ensure public does not enter premises after closing time.
8. Photograph and report damage or vandalism to Beach Maintenance Supervisor.
9. Guard must ensure swinging entry gate is locked and secured before departing post.
10. Guard must submit their Daily Activity Report and clock out via the assigned electronic method.
11. Guard cannot leave the White Point Parking Lot Kiosk until the end of the shift.
12. Guard must remain in uniform with gear and stay on duty until end of the shift.
13. Loading and unloading firearms is prohibited during shift.
14. Leave Firearm in holster unless needed for life life-threatening situation. (No shooting of firearm unless in life threatening situation).

MISCELLANEOUS

In the event that a person is on the property and refuses to leave, follow the steps below:

- Call for backup, maintain visual contact with the trespasser, inform the trespasser again that he/she should leave, and that law enforcement will be called if they do not leave immediately.
- Remove yourself from any potential harm (maintaining distance) and wait for law enforcement to arrive. Fill out an incident report and notify the Post Commander.

Requesting Back Up

- If a hostile person is encountered, immediately call for back-up.
 - If physical contact is made, request LAPD Pacific Division is to be called.
 - Fill out the incident report.
- If a lost child is encountered, request female back-up (*when available*).
 - Request LAPD Pacific Division if needed.
 - Fill out the incident report.

Medical Emergencies

- Ensure the medical emergency is not a diversionary tactic.
- Access control post is the guard's primary responsibility and must maintain security and control at all times.
- Immediately call 911 and request medical assistance if needed.
- Keep people away from the victim.
- Obtain all pertinent (who, what, where, when, why, and if you can, how) information for an Incident Report.

Fire Alarms

- If a fire alarm is sounded, remember that access control is the primary responsibility.
- Call 911 and the Security Company Manager to report the fire alarm.
- Do not allow visitors access to the facility during this time.
- Guards should assist in keeping people away from buildings.
- All posts and patrols must stand by for special instruction

DOCKWEILER STATE BEACH ENTRANCE GATE AREA

STOP

STOP STOP

RV

RV

Spikes

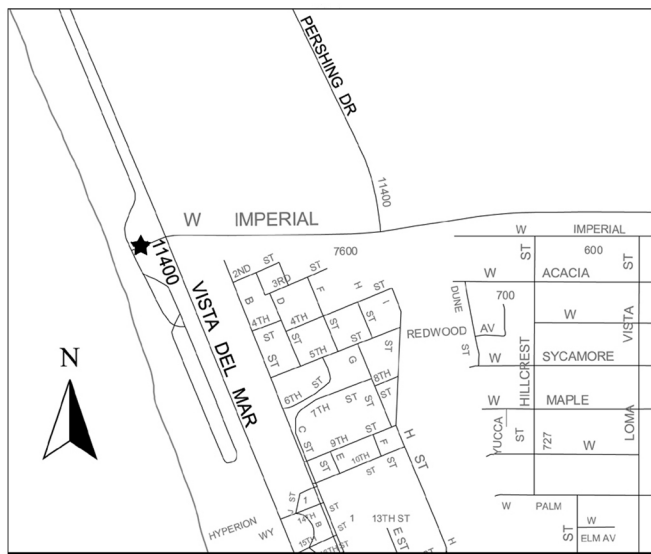
STOP

VISTA DEL MAR

IMPERIAL
HWY

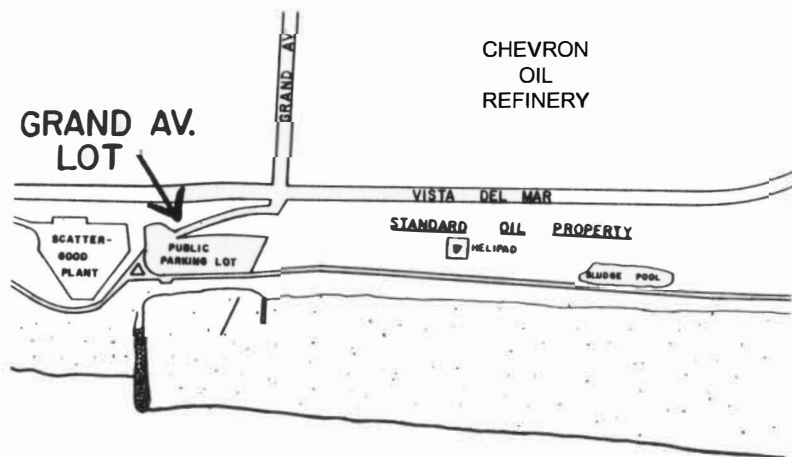
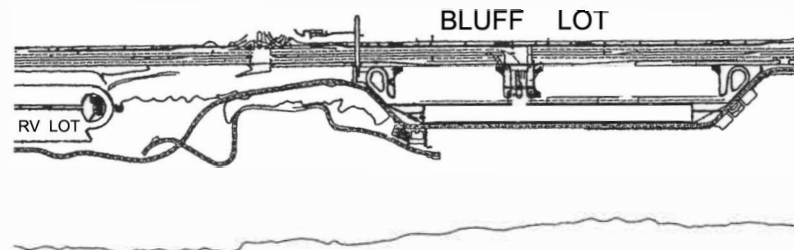
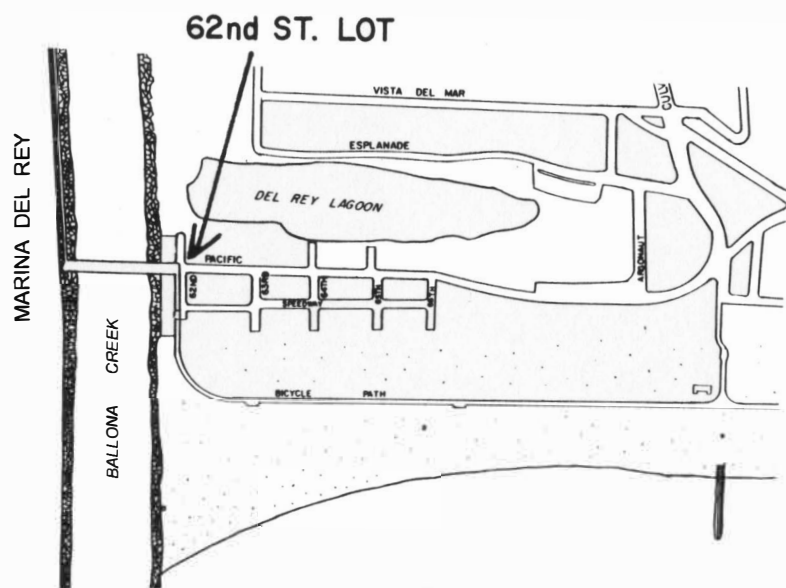
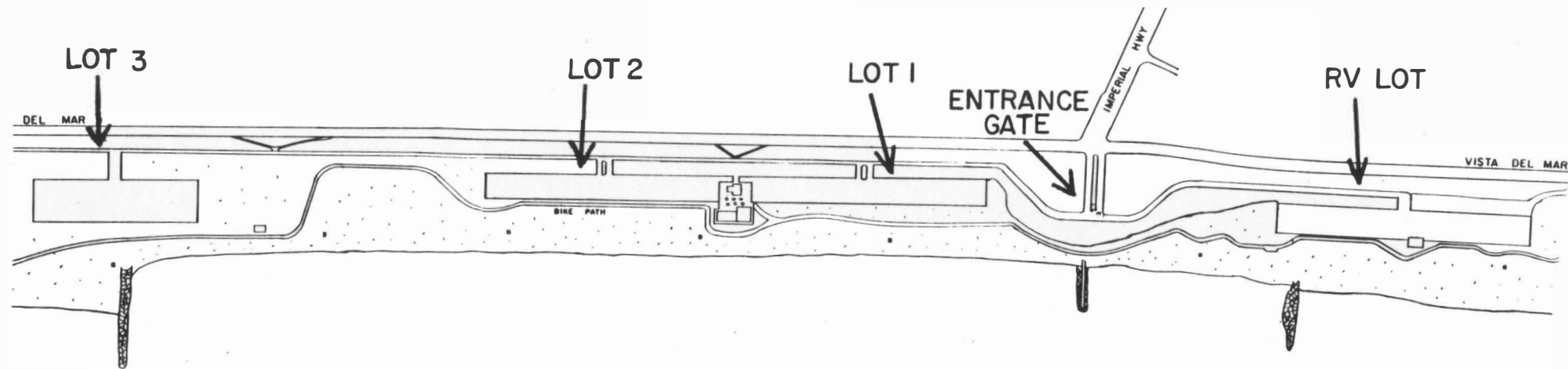
STOP

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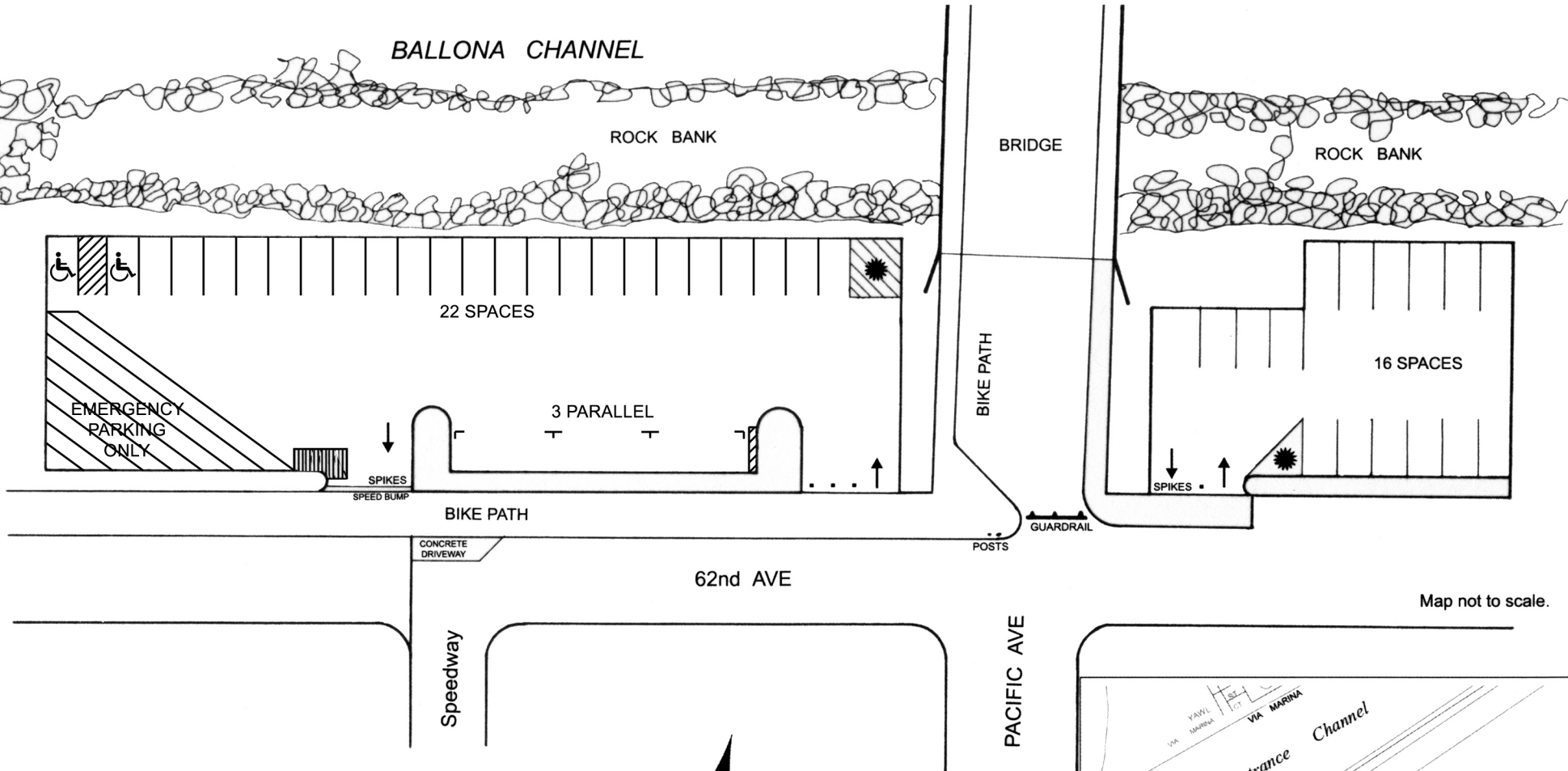
REGULAR SPACES	4
DISABLED	1
TOTAL	5

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 L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 8 / 2008 by CLS



DOCKWEILER STATE BEACH PARKING LOT LOCATIONS

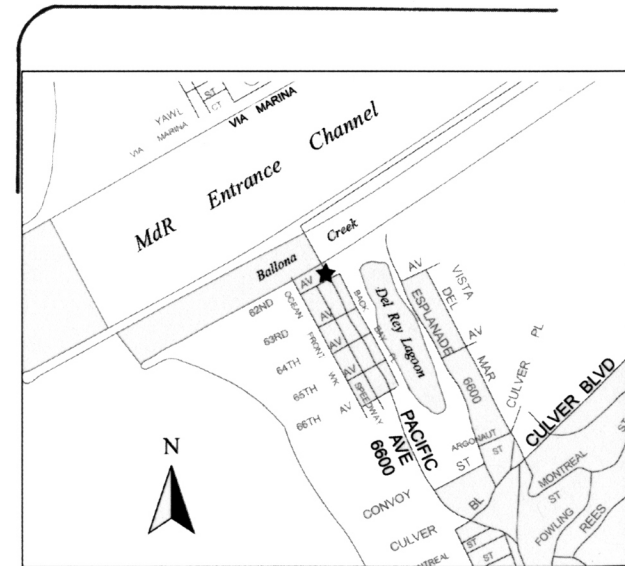
DOCKWEILER STATE BEACH 62nd AVE PARKING LOT



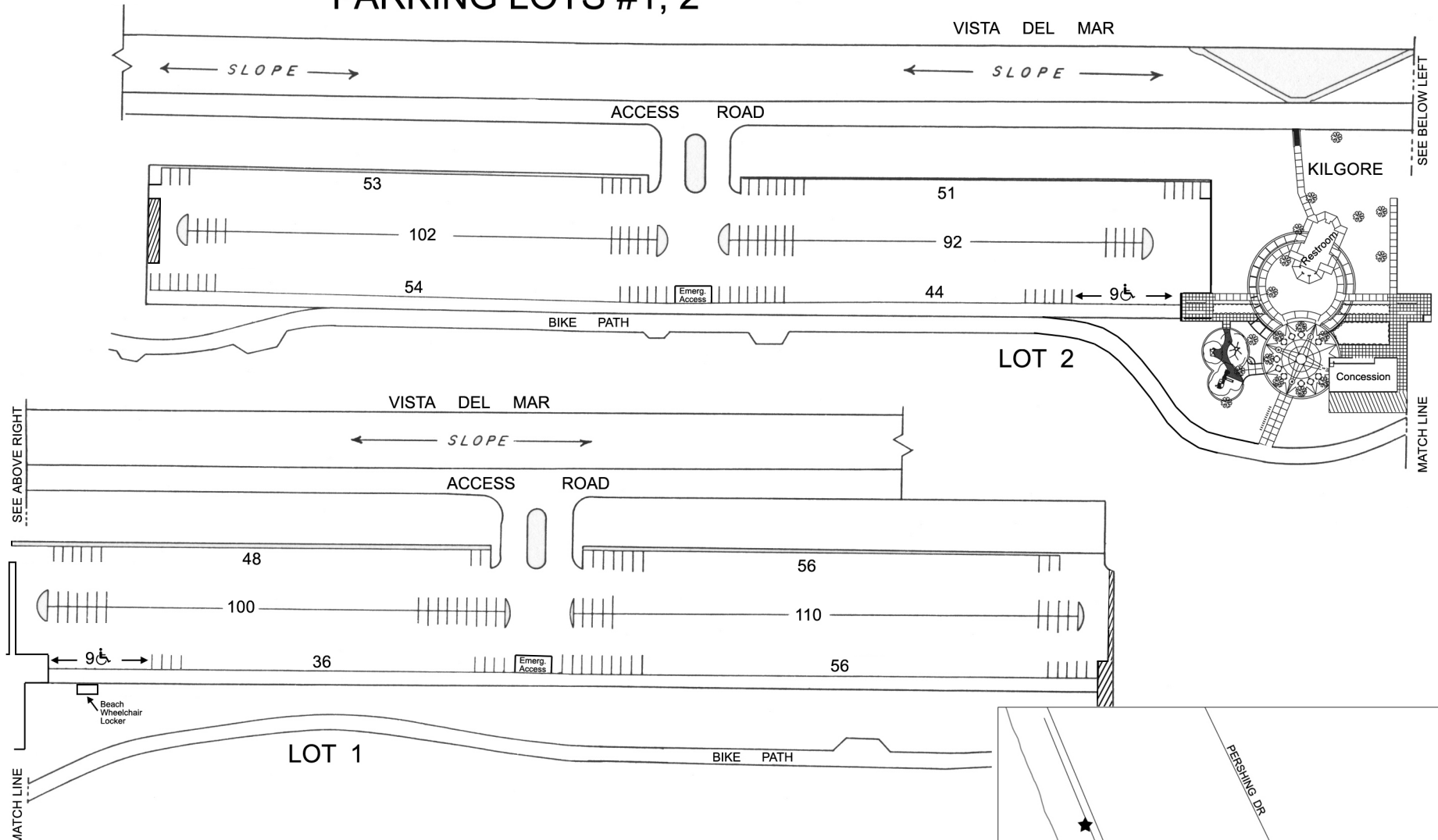
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☀ Pay and Display Machine

REGULAR SPACES	41
DISABLED	2
TOTAL	43

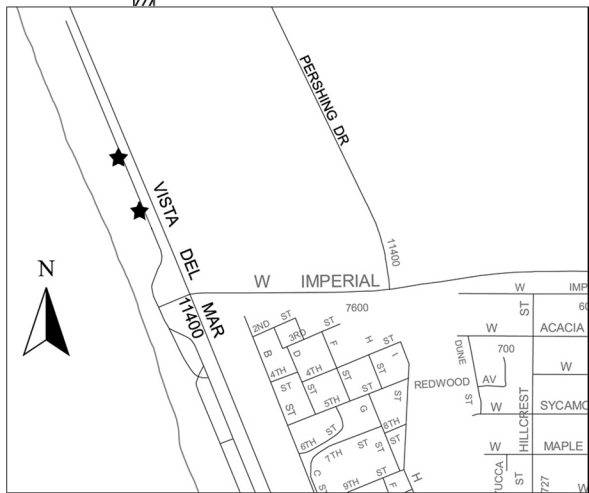


DOCKWEILER STATE BEACH PARKING LOTS #1, 2



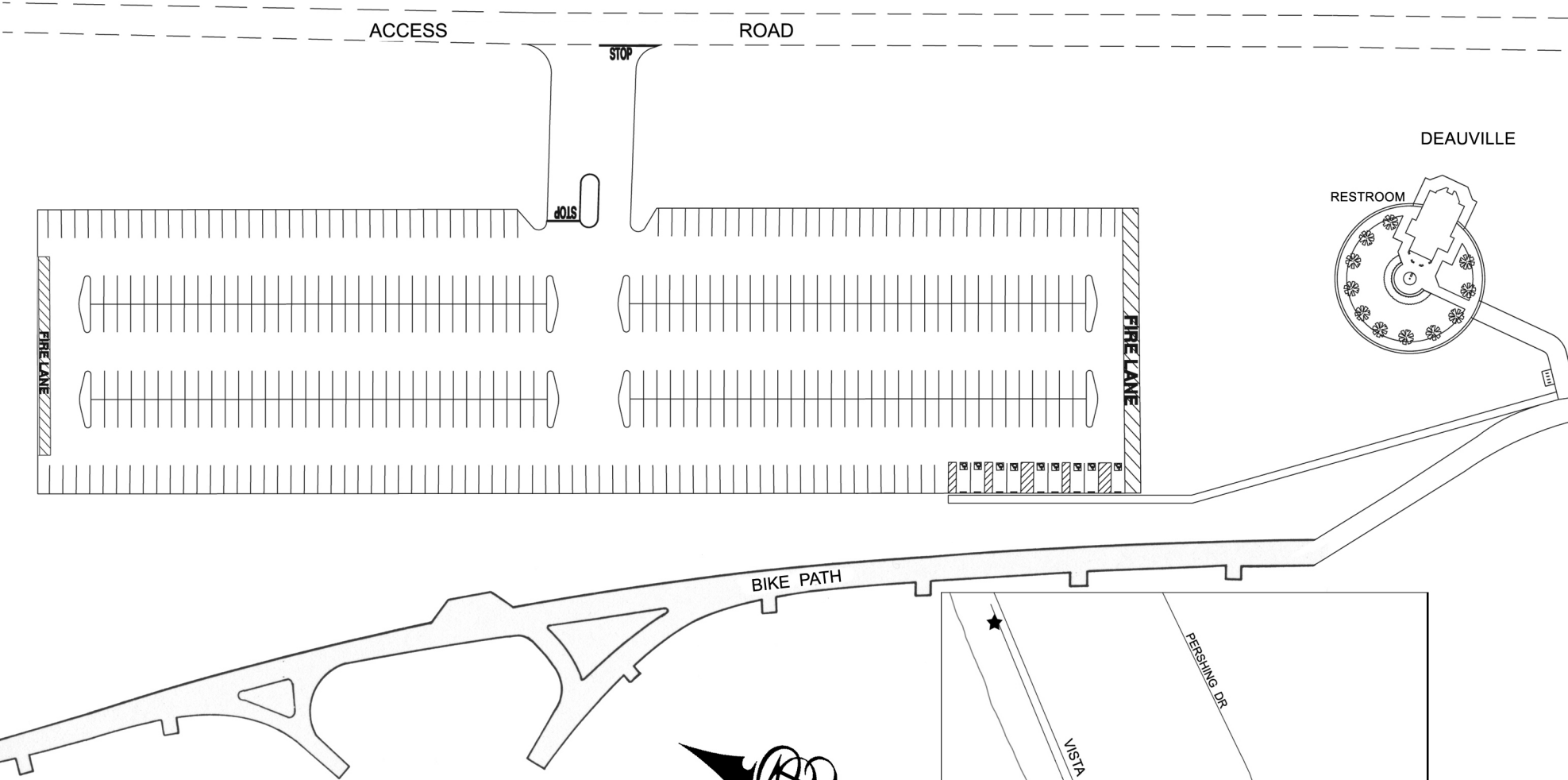
REGULAR SPACES	802
DISABLED	18
TOTAL	820

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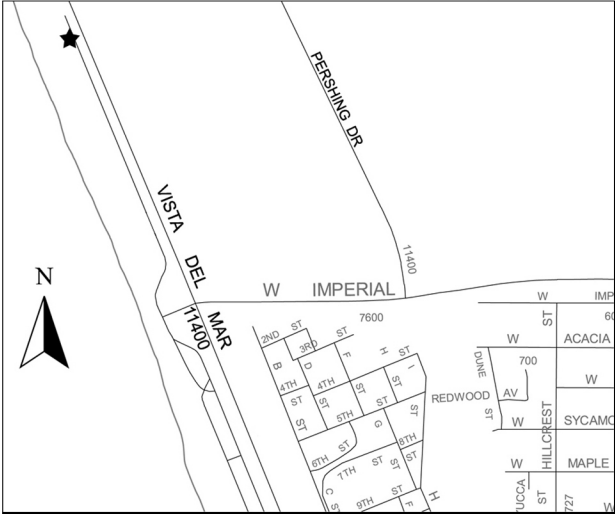
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DOCKWEILER STATE BEACH PARKING LOT #3

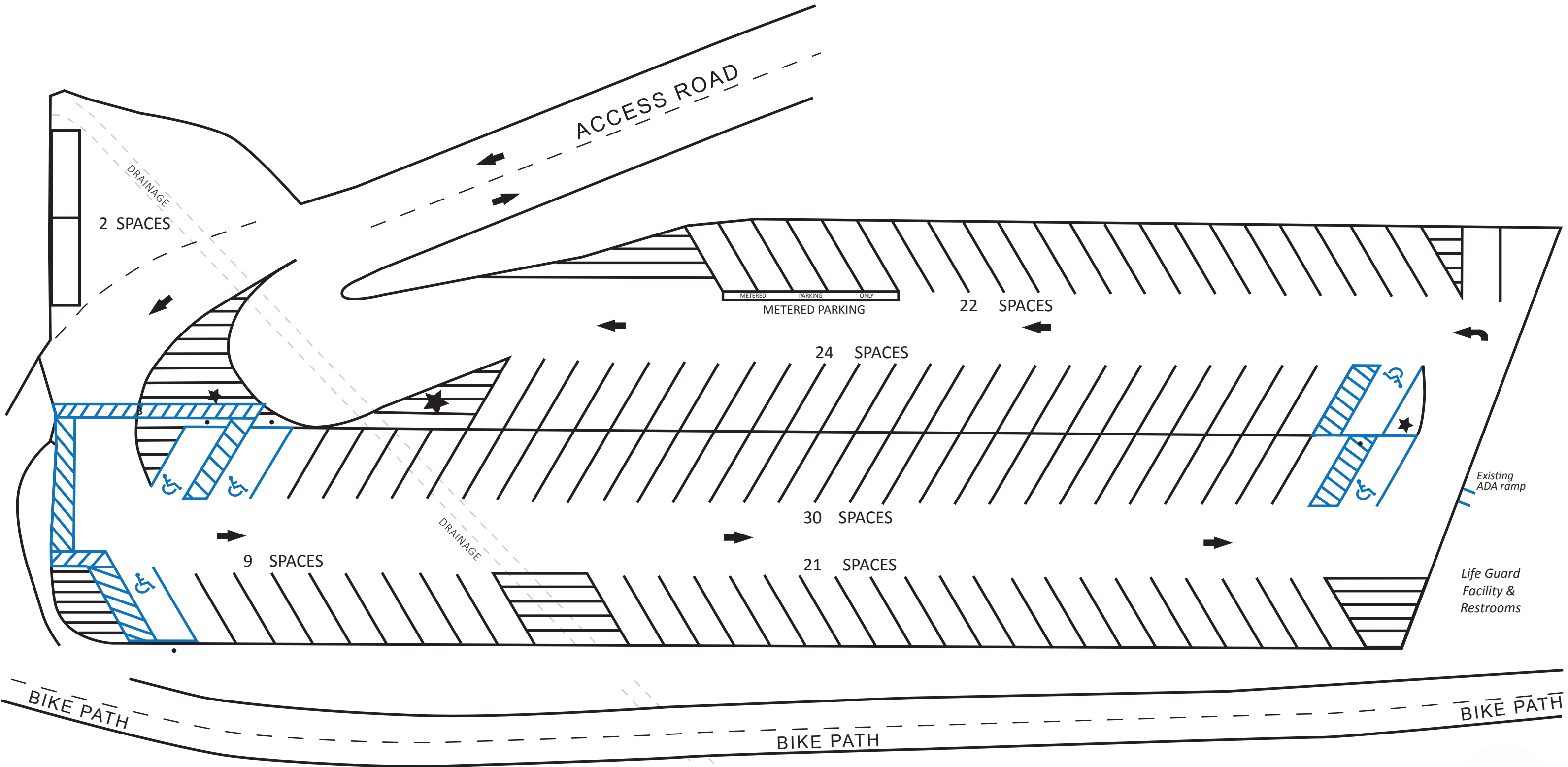


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REGULAR SPACES	409
DISABLED	9
TOTAL	418



Dockweiler State Beach Grand Avenue Lot

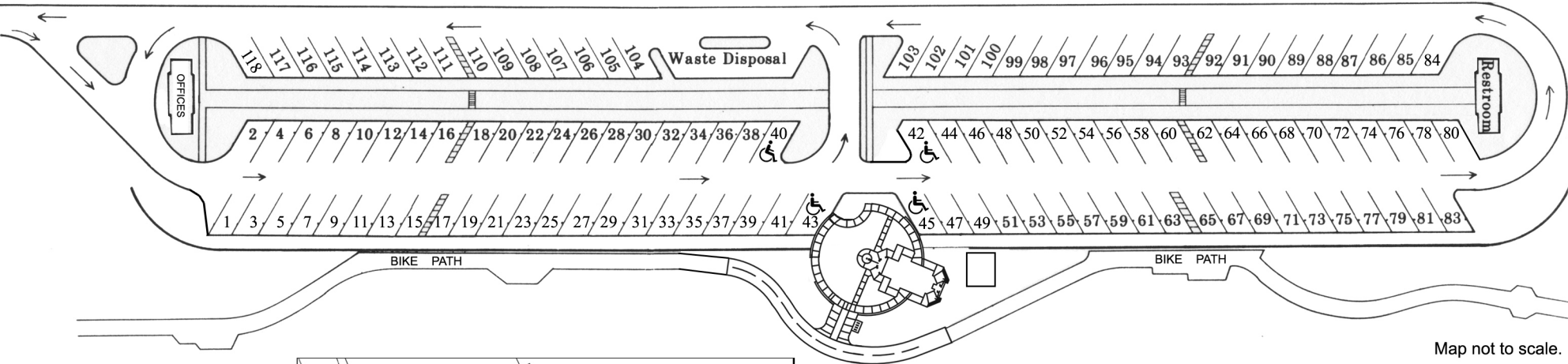


STANDARD SPACES	108
ACCESSIBLE SPACES	5
TOTAL	113

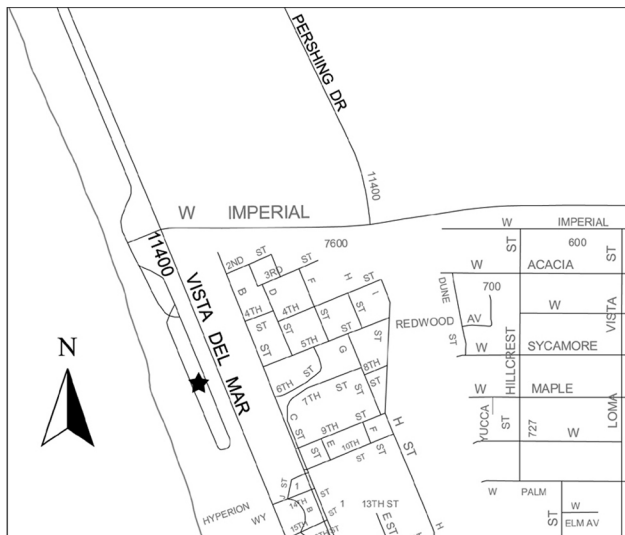
DOCKWEILER STATE BEACH RV CAMPGROUND / LOT

Vista del Mar

Entrance/Exit



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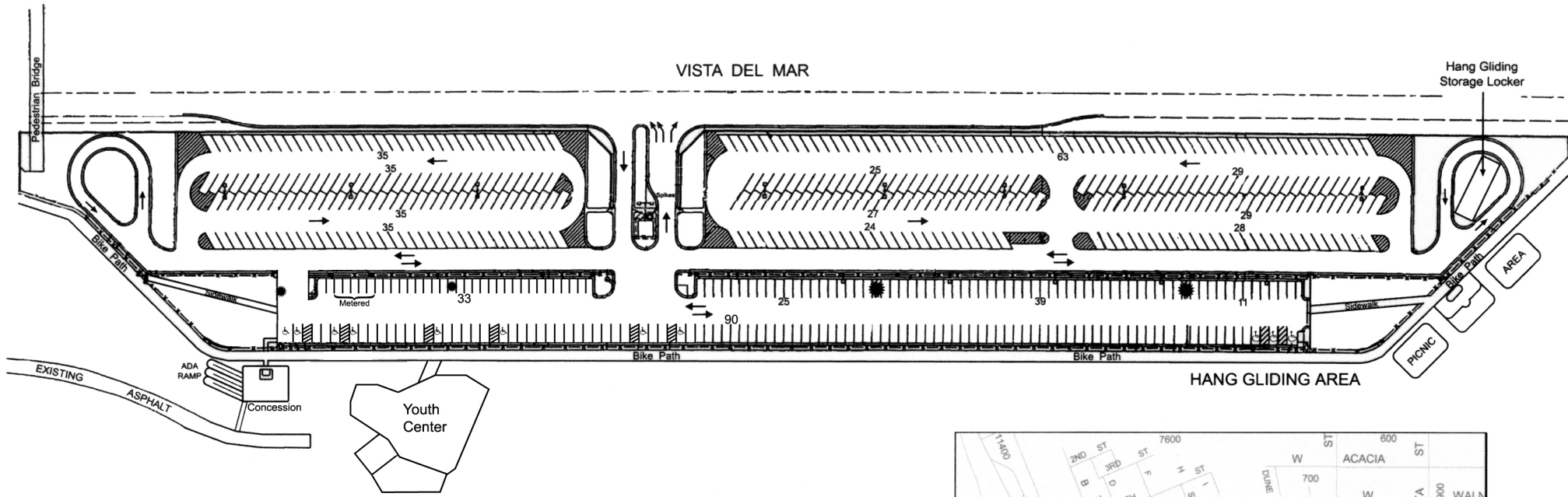
REGULAR SPACES	113
DISABLED	4
TOTAL	117

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L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

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DOCKWEILER STATE BEACH BLUFF PARKING LOT



☀ Pay and Display Machine

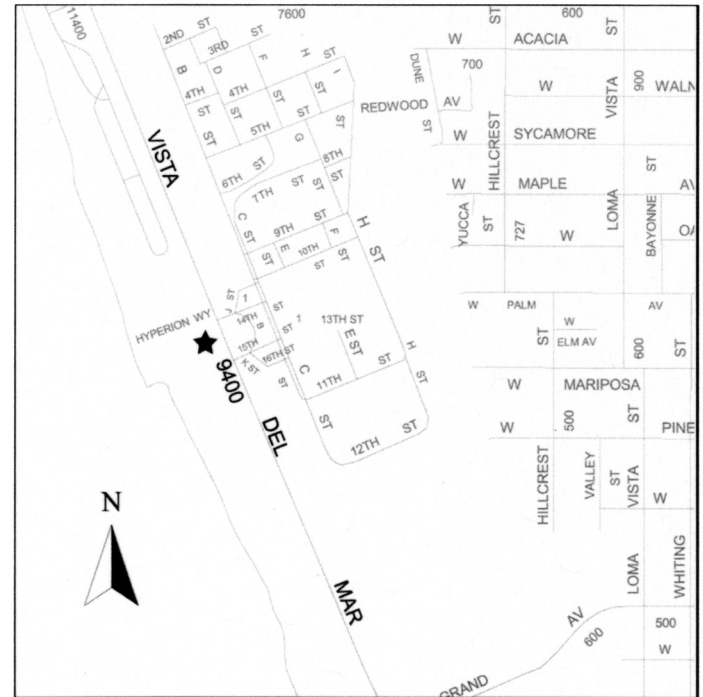
REGULAR SPACES	563
DISABLED	11
TOTAL	574

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS

Revised 5 / 2012 by CLS

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Via Dolce Maintenance Yard
4139 Dell Ave


STRONGS

DRIFTWOOD
CANAL

DOLCE

DELL

Marina del Rey DBH Facilities

 DBH Owned/Operated Facility

0 30 60 90 120 Feet





Anchorage 44 Docks

Fiscal Building & Parking Lot
13575 Mindanao Way

Anchorage 47 Docks

Restroom

Santa Monica Yacht Club and Restroom
13589 Mindanao Way

Burton Chace Park
Community Room

Restroom

Restroom

Picnic Shelters

Transient Docks

"Cove" Building & Parking Lot
13535 Mindanao Way

Parcel 77 Boat Storage, Restroom,
Racks, Dock, and Parking Lot
13560 Mindanao Way

Boathouse & Promenade
13640 Mindanao Way

Parcel 49S
Mast-up Storage
13477 Mindanao Way


Visitor Center
4701 Mindanao Way

MINDANAO


ADMIRALTY

FIJI

Marina del Rey DBH Facilities

 DBH Owned/Operated Facility

0 90 180 270 360 Feet





Admiralty Way
Admiralty Way

Palawan Way
Palawan Way

Palawan Way
Palawan Way

Palawan Way
Palawan Way

Palawan Way
Palawan Way

ott
(6)
tel

Paddle Method - SUP lessons, rentals, and tours

Pro SUP Shop

Marina del Rey Outrigger Canoe Club

Mothers Beach
Recently viewed

Mother's Beach Dry Vessel Storage, Lockers, & Restrooms
14110 Palawan Way,
Marina Del Rey

Park

Mother's Beach Picnic Area, OSD Storage, Restrooms, & Parking Lot #11
4101 Admiralty Way,
Marina Del Rey

Via Marina

Google Maps

© 2025 Google

© 2025 Google

Eschborn Harbor Inn

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Latayvius Alberty
Title: Deputy Director
Address: 13837 Fiji Way
Marina del Rey, CA 90292
Telephone: (424) 526-7773
E-mail Address: LAlberty@bh.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Catrina Love
Title: Division Chief
Address: 4701 Admiralty Way
Marina del Rey, CA 90292
Telephone: (424) 526-7871
E-mail Address: Clove@bh.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Catrina Love
Title: Division Chief
Address: 4701 Admiralty Way
Marina del Rey, CA 90292
Telephone: (424) 526-7871
E-mail Address: Clove@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: _____



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). This employer is a contractor with the County of Los Angeles and you may be entitled to receive the Living Wage rate of pay for the hours you work on the County contract.

Living Wage

If you are a full-time or part-time employee and perform any service to the County under this contract, you must be paid not less than the Living Wage hourly 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
January 1, 2026	\$20.06
January 1, 2027	CPI-W

Effective January 1, 2020, and thereafter the Living Wage rate will increase annually based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan 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:

Internal Services Department
 Countywide Contract Compliance Section
 (888) 550-WAGE or (888) 550-9243

OR

the awarding Department at:

Department Name

Department Phone Number



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). Este empleador es un contratista con el Condado de los Ángeles y usted puede tener derecho a recibir la tarifa de pago del Sueldo Digno por las horas que usted trabaje en el contrato del Condado.

Sueldo Digno

Si usted es empleado de tiempo completo o de tiempo parcial, y desempeña cualquier servicio al Condado bajo este contrato a usted se le deben de pagar al menos las siguientes tarifas por hora del 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
1° de Enero de 2026	\$20.06
1° de Enero de 2027	CPI-W

Efectivo el 1 de enero 2020 y en adelante, la tarifa del Salario Digno aumentará anualmente basado en el índice de precios al consumidor de asalariados urbanos y personal administrativo (CPI-W, por sus siglas en inglés) de la Oficina de Estadísticas Laborales, del Departamento de Trabajo de los Estados Unidos para el área metropolitana de Los Ángeles durante el periodo de 12 meses cada año precediendo el 1 de Julio.

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:

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el
Condado

(888) 550-WAGE o (888) 550-9243

O

al Departamento otorgante al:

Nombre de Departamento

Número telefónico

DOCKWEILER BEACH – MAIN ENTRANCE & RV PARK SECURITY COVERAGE SCHEDULE

DAYS	NUMBER OF STAFF	ADDITIONAL HOURS	ADDITIONAL HOURS PER DAY
January			
New Years Eve Day`	2	12:00 p.m. – 8:00 p.m.	8 HRS
February			
First Weekend – (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
President's Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
March			
Ceasar Chavez Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
May			
Third Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Memorial Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
Fourth Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
June			
First Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Second Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Juneteenth Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
Third Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Fourth Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
July			
Independence Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
First Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Second Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Third Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Fourth Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Fifth Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
August			
First Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Second Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Third Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS

Fourth Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Fifth Weekend (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
September			
Weekend Before – (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Labor Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
October			
Indigenous People’s Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
November			
Weekend Before – (Fri, Sat, Sun.)	2	12:00 p.m. – 8:00 p.m.	8 HRS
Veteran’s Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
Thanksgiving Day	2	12:00 p.m. – 8:00 p.m.	8 HRS
December			
Christmas Eve Day	2	12:00 p.m. – 8:00 p.m.	8 HRS

** Please note these days are estimated and are subject to change depending on the year the holiday falls.*

**SCOPE OF WORK –DOCKWEILER BEACH – MAIN ENTRANCE & RV PARK
SECURITY COVERAGE**

Time: 12:00 p.m. – 8:00 p.m.

1. Ensure public vehicles entering at Dockweiler’s Main Entrance adhere to Department posted rules, regulations, and safety requirements (e.g.: line queue, speed, special instructions).
2. Ensure closure of vehicle gates when parking lots reach capacity; as advised and instructed by Department staff personnel or contractor vendors (e.g.: LA City Traffic Control, Parking Attendants).
3. Ensure safety and security of Department staff personnel and contractor vendors (e.g.: Parking Attendants).
4. Allow registered campers at the RV Park to enter/exit at all times upon presentation of a pre-paid space rental documentation and proper I.D.
5. Ensure patron vehicle passes are appropriately displayed (top left of windshield) and valid when entering the campground.
6. Ensure only registered campers enter and roam campgrounds at all times.
7. Check-in with RV Park staff for updates of any special circumstances or assignments for the day or night.
8. Ensure vehicles drive at the posted 5-mph speed limit and do so safely as to not pose a threat to pedestrians and campsite property.
9. Ensure all patron vehicles are parked inside the campsite behind the white line.
 - a. If customer is only dropping off items, give them time to do so.
10. Ensure that visitors do not park inside of campground and are directed to park in beach parking lot #1 or #2.
 - a. Vehicles with white “Overnight Guests” parking permits may not park inside the campground.
11. Monitor and stop any campers that are performing major repairs on vehicles in the RV Park including fluid changes, removal of large vehicle parts or washing/rinsing RV.
12. Refuse any camping fees tendered by campers at the entry gate and direct them to pay the RV Park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.

13. Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.
14. Ensure the safety and prevent any vandalism of County property.
15. If unable to enforce any rules or regulations, summon LAPD (911) immediately and document the incident.



BURTON CHACE PARK
 13650 MINDANAO WAY MARINA DEL REY, CA 90292
 (424)-526-7910



TRANSIENT DOCK RULES

1. Vessel must be in the water at the docks prior to registration.
2. Slip fees must be paid in advance. Rate \$1.25 /ft. per-night; late check- out fee of \$10.00/hour will be applied after 12 noon. **After 8pm vessels will be documented by park security. It is the boat owner’s responsibility to pay slip fees the next day by 10am at the Burton Chace Park office.**
3. All vessels must be in a seaworthy condition and have current state registration papers or be documented through the Coast Guard and have valid Insurance. Unseaworthy and unregistered/undocumented vessels are prohibited at Transient Docks.
4. **Seven-night maximum stay within 30-days period per vessel and per owner or operator. Check out time is 12 noon of the last paid day.** Requests for an extension may be submitted at the Burton Chace Park office Monday through Thursday only. Requests on Thursdays must be submitted no later than 12 noon.
5. Upon request boater may be required to change slips under certain circumstances.
6. No repairs are allowed at the docks at any time. This includes, but is not limited to fitting out, overhauls, sanding, and painting.
7. Restroom and dock gates require a gate access code. **Boaters Restrooms are for registered Boaters only!** To obtain a code, please request one when registering. Please do not share the code with anyone.
8. **Parking: No overnight parking is allowed in the Chace Park parking lot.** Vehicles without trailers can park overnight in parking lot 77 on Mindanao Way just east of the park. Vehicles w/trailers may park in the public launch ramp parking lot off of Fiji Way for up to 48-hours, if more time is needed contact Parking Section at (310) 305-9534. Please be sure to pay applicable parking fees.
9. Slips may not be paid for and left unused.
10. Impounded boats may be retrieved from the Sheriff’s Harbor Patrol (310) 482-6000.
11. The “4- Hour dock” posted as “Park Dock” 4- hours maximum” is for casual visiting only. Time limit is 4-hours, within a 24-hour period.
12. **Vessels taking refuge during Small Craft Advisories (SCA) must secure at the “4-hour dock.” After SCA is down, boaters will have 4-hours to remove their vessels. Vessels already registered and/or using the Transient Docks during an SCA will be charged and are responsible for paying the prevailing dock fees.**
13. There is a 20- minute time restriction at the pump- out station area. Vessels using the “4-hour dock” must not obstruct access to the pump- out station.
14. Vessels which currently have a Marina Del Rey slip and are seeking space as a “casual visitor” must tie up at the “4-hour dock” and cannot tie up in the overnight portion of the Transient Docks without authorization from the park supervisor.
15. Vessels owned or operated by boaters who have defaulted on payment of Transient Dock fees and/or have continuously violated the Transient Dock rules are not permitted.
16. **Use of the Transient Docks is governed by regulations found in LACC §§ 19.12.1010, 19.12.1070 and 19.12.1080. As such, illegally moored vessels (and those staying beyond their allotted time limits and/or not paying the required fees) are subject to eviction by the County.**

Boater

Print Name _____ Signature _____ Date _____

Chace Park Staff

Print Name _____ Signature _____ Date _____

DAILY PATROL LOG

In addition to the Daily Patrol Log, Contractor must submit all reports to the Contract Administrator (CA) as specified in the Logs and Reports, Section 10.0 of the Statement of Work, Appendix B.

CONTRACTOR'S SIGNATURE: Contractor to provide duplicate copies of the Daily Patrol Log, one of which must be an original signed copy. The Contractor/Security Guard serving each Area must complete and sign the Daily Patrol Log.

- Area Patrolled (circle one):

Areas 1 / Area 2 / Area 3 / Area 4 / Area 5 / Area 6 / Area 7 / Area 8

- Patrolling Officer: _____ Post Officer: _____

- All tasks as specified within the Statement of Work, 11.0 completed (circle one):
Yes / No

- Justification for Items not performed/completed on schedule: _____

- Incidents to report: _____

- Late arriving campers (Area 3 – Dockweiler RV Park Only): _____

Contractor/Contractor Representative	Signature	Date
--------------------------------------	-----------	------

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 (Excel Worksheet)
- 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 Qualifications
- 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

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

1	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State of Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: 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 Proposer.	<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 JUDGEMENTS**

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 (Check one)	YES	NO
If yes, please identify name, case, court jurisdiction, and outcome of any judgments against Vendor within the 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

JUDGEMENTS 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.**

<input type="checkbox"/> 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	Proposer’s firm must have a minimum of seven (7) years’ experience providing armed and unarmed event staff security services equivalent or similar to the size and scope of the services being requested	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposer’s firm must be licensed as a Private Patrol Operator in good standing with the State of California; a copy of the license must be submitted with the proposal	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer’s Contract Project Manager/Representative must have a minimum of five (5) years’ experience providing management in armed security guard services	<input type="checkbox"/>	<input type="checkbox"/>
4	For armed security guard services, Proposer must provide a Field Supervisor on the submitted Staffing Plan	<input type="checkbox"/>	<input type="checkbox"/>
5	For unarmed event staff security guard services, Proposer’s firm must demonstrate their ability to provide crowd control security guard services by submitting with the proposal the following; <ul style="list-style-type: none"> • Examples of five separate large-scale indoor and/or outdoor events the Proposer has provided services for with a minimum capacity of at least 15,000 attendees. 	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposers must demonstrate their ability to provide a guard tour system that monitors and tracks security guards and provides real-time reporting.	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposer must have attended the Virtual Mandatory Proposer’s Conference identified in Paragraph 8.4 (Virtual Mandatory Proposer’s Conference).	<input type="checkbox"/>	<input type="checkbox"/>
8	Proposers must complete and return the required Forms 1 – 19 with their proposal.	<input type="checkbox"/>	<input type="checkbox"/>
9	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 FORMS – EXHIBIT 10

PRICING SCHEDULE

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

- The first twelve rows (relating to “Standard Staffing Hours”) should reflect the annual Security Guards staffing hours required by the Contract as detailed in the Statement of Work and the hours of service rendered by Other Personnel, such as Supervisors and the Contractor Representative.
- No minimum hourly requirement is given for the positions of Supervisors or Contractor Representative; however, the quoted numbers will be used by the County to assist in the evaluation of the adequacy of the Proposer’s Staffing/Work Plan (Exhibit 12/15). The cost for providing these hours should be factored into the contractor’s overhead costs.
- Armed Security Guards staffing hours indicated in the Statement of Work, 11.0 are: (ALL SHIFTS ARE SEVEN DAYS PER WEEK.)
 - Service Area 1 – One Armed Security Guard – 8pm – 8am (12 Hours)
 - Service Area 2 – One Armed Security Guard – 8pm – 8am (12 Hours)
 - Service Area 3 – One Armed Security Guard – 7pm – 7am (12 Hours) – RV Park is closed most of the month of January (Standard staffing hours will not exceed five days);
 - Service Area 4 – One Armed Security Guard – 7pm – 7am (12 Hours)
 - Service Area 5 – One Armed Security Guard – 8pm – 8am (12 Hours)
 - Service Area 6 – One Armed Security Guard – 7pm – 7am (12 Hours)
 - Service Area 7 – One Armed Security Guard – 7pm – 7am (12 Hours)
 - Service Area 8 – One Armed Security Guard – April 1st through October 31st, 8p.m.-1a.m. (5 Hours) / November 1st through March 31st, 6p.m. – 11p.m. (5 hours).
- “Special Events” staffing hours: Armed Security Guards Hours are indicated in Appendix B, Paragraph 11.0 and Exhibit I. Unarmed Event Staff Guard staffing hours are indicated in Appendix B, Paragraph 12.0.
- The “Hourly Wage” column should reflect actual hourly wages paid, which County will use to determine Proposer’s compliance with County’s Living Wage Program (RFP, Paragraph 6.12).
- The (“Contractor’s Annual Cost”) column should accurately reflect all cost items, as well as profit, that are included in the Annual County Cost.
- The “Proposed Price per Hour” column will be used to pay for actual scheduled hours worked, as well as for any additional hours in the instance when unscheduled or emergency work has been authorized by the Director. The “Proposed Price per Hour” should reflect the hourly wages for Armed and Event Staff Guards and Supervisors inclusive of all contractor ongoing and one-time costs, including salaries, wages, benefits, supplies, equipment, and other direct costs, as well as proportional amounts of overhead, profit, and support staff costs. The hourly rate must equal the Annual Cost to County divided by 35,576.
- The “Annual County Cost” column will be used for Proposal Price evaluation purposes. The total should equal the Proposer’s expected compensation for providing the security services as detailed in the Statement of Work. In addition, it must equal the “Standard Staffing Hours - Annual Total” (sixth column) for Armed Security Officers multiplied by the “Proposed Price per Hour” column for that category of employees.

REQUIRED FORMS – EXHIBIT 10

PRICING SCHEDULE

		ARMED SECURITY GUARD HOURS	ARMED SECURITY FIELD SUPERVISOR HOURS	UNARMED EVENT STAFF GUARD HOURS	UNARMED EVENT STAFF FIELD SUPERVISOR HOURS	UNARMED EVENT STAFF MANAGER HOURS	CONTRACTOR REPRESENTATIVE	EMPLOYEE BENEFITS	SUPPLIES	OTHER EXPENSES & OVERHEAD	PROFIT	TOTAL (ANNUAL COST TO COUNTY)
STANDARD STAFFING HOURS	SERVICE AREA 1 – DOCKWEILER ENTRANCE	4368										
	SERVICE AREA 2 – DOCKWEILER VEHICLE	4368										
	SERVICE AREA 3 – DOCKWEILER RV PARK	4368										
	SERVICE AREA 4 – DOCKWEILER YOUTH CENTER	4368										
	SERVICE AREA 5 MARINA DEL REY VEHICLE	4368										
	SERVICE AREA 6 – BURTON CHACE PARK	4368										
	SERVICE AREA 7 – BOAT FACILITIES	4368										
	SERVICE AREA 8 – WHITE POINT/ ROYAL PALMS	1820										
	SPECIAL EVENTS	3,448		5,067	537	143						
	ANNUAL TOTAL HOURS	35,576		5,067	537	143						
	HOURLY WAGE (1)	\$	\$	\$	\$		\$					
	CONTRACTOR'S ANNUAL COST	\$	\$	\$	\$		\$	\$	\$	\$	\$	\$
PROPOSED PRICE PER HOUR	\$		\$	\$								
ANNUAL COUNTY COST	\$		\$	\$							\$	

(1) Hourly wages for Armed Security Officers must comply with the current Living Wage rate and the Total Annual Cost to the County should account for possible future Living Wage rate increases.

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

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

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):



REQUIRED FORMS – EXHIBIT 13

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



REQUIRED FORMS – EXHIBIT 13

LIVING WAGE PROGRAM

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

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

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

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

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

Additional pages are attached for a total of _____ pages.

REQUIRED FORMS – EXHIBIT 13

LIVING WAGE PROGRAM

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

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. Proposer should describe the firm’s employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance in accordance with RFP Section 8.5.5. Include, at a minimum, a detailed discussion 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. 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. 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. e.How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares reviews and approves such documentation?

2. 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? The detailed explanation should include:
 - a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.
 - b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), How does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
 - d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.
 - e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?
3. Proposer's efforts to ensure the company is updated with State and Federal labor regulations and record keeping requirements.

REQUIRED FORMS – EXHIBIT 14

**PROPOSER’S QUALIFICATION
(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, Section 4.0 Minimum Mandatory Qualifications and provide a narrative of the Proposer’s experience in managing security services equivalent or similar to the size and scope of the RFP (including managing several posts in multiple locations in accordance with Section 11.0 and 12.0, Exhibit A of the Statement of Work).

B. EXPERIENCE – Crowd Control Services

List five (5) separate large-scale indoor and/or outdoor events with a minimum capacity of at least 10,000 attendees;

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

➤ **LICENSES**

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

LICENSEE NAME	LICENSE NUMBER	LICENSE STATUS	EXP. DATE

➤ **LOCATION OF OFFICE OF OPERATION** _____.

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

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

- **EVIDENCE OF INSURABILITY:** Attach a letter of commitment, 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, 2023 and 2024) financial statements. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement.

C. PROPOSER’S REFERENCES

Provide a listing of all contracts performed within the last five years, including County and other governmental entities. Failure to document the years of experience as required in accordance with the Minimum Mandatory Requirements stated in RFP, Section 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: _____

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

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

Annual Deductible

Employee \$ _____ Family \$ _____

Coverage (√)

_____ Hospital Care (Inpatient _____ Outpatient _____)

_____ X-Ray and Laboratory

_____ Surgery

_____ Office Visits

_____ Pharmacy

_____ Maternity

_____ Mental Health/Chemical Dependency, Inpatient

_____ Mental Health/Chemical Dependency, Outpatient

Dental Insurance:

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

Life Insurance:

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

Vacation:

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

Sick Leave:

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

Holidays:

Number of Days _____ per year

Retirement:

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

REQUIRED FORMS – EXHIBIT 15

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 who will be responsible for supervising the Contract work.

Attach each person’s resume.

Position	Name	Experience	Responsibility
Contractor’s Project Manager/ Representative			
Supervisor			
Security Guard			
Security Guard			
Security Guard			

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

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

1d. ADDITIONAL EMPLOYEES:

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

TITLE	NUMBER	RESPONSIBILITIES

Attach additional pages if necessary.

2. JUSTIFICATION OF PART-TIME WORKERS.

If your staffing plan includes any part-time employees, attach a detailed justification for why it was necessary to do so. Failure to use full-time workers will result in disqualification.

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

5. APPROACH TO CONTRACT REQUIREMENTS:

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

- How the experience of Proposer’s staff is related to the services in Exhibit A, Statement of Work, specifically:
 - Experience of Proposer’s Contract Project Manager/ Representative, including their level of experience managing staff and providing armed and event staff security guard services as defined in Section 4.0, RFP and Section 5.0, Exhibit A, Statement of Work.
 - Experience of Proposer’s supervisor(s), including their professional training and specific experience related to supervising guards.

- How Proposer will implement its operational plan and ensure the following is provided:
 - Scheduling of staff;
 - How the Field Supervisor will supervise each post;
 - How event staff guards will be deployed for special events;
 - Ability of armed guards to protect property during special events;
 - How staff will communicate with supervisors while working;
 - How supervisors will ensure guards are at their assigned posts;
 - How posts will be covered during breaks;

- Proposer's efforts to provide a guard tour system to monitor guards while on patrol and provide real-time reporting;
 - How security guard absences will be handled;
 - How replacement guards are assigned when needed; and
 - How the contractor will respond to requests for additional staffing outside of the required staffing.
- How Proposer will ensure the responsibility of its personnel is in accordance with Section 5.14, Exhibit A, Statement of Work;
 - How Proposer will ensure unarmed event staff guards maintain the duties in accordance with Section 12.0, Exhibit A, Statement of Work;
 - How Proposer will ensure its security guards maintain the required licensing and certifications;
 - How the Proposer will ensure the security guards complete the scope of work and tasks for armed guards as outlined in Section 11.0, Exhibit A, Statement of Work;
 - How the Proposer will ensure security guards complete scope of work and tasks for unarmed event staff guards as outlined in Section 12.0, Exhibit A, Statement of Work;
 - How will Proposer communicate with employees and schedule to cover urgent requests for unscheduled work, emergencies or special events? What will the average response time to emergency calls be?
 - Describe Proposer's experience and ability to provide the following required equipment:
 - guard tour system;
 - uniforms;
 - protective equipment;
 - identification;
 - patrol vehicles;
 - two-way communication devices.

6. PROPOSER'S EMPLOYEE TRAINING PROGRAM

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

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

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

REQUIRED FORMS – EXHIBIT 16

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

REQUIRED FORMS – EXHIBIT 18
SUBMITTAL REQUIREMENTS CHECKLIST

REQUIREMENT	CHECK IF SUBMITTED
FORMAT OF BID	
▪ Cover Page	<input type="checkbox"/>
▪ Executive Summary	<input type="checkbox"/>
▪ Table of Contents	<input type="checkbox"/>
VENDOR'S QUALIFICATIONS	
▪ Summary of relevant background information demonstrating minimum qualifications are met.	<input type="checkbox"/>
▪ Copy of <u>“Certificate of Good Standing,”</u> and <u>“Statement of Information,”</u> or <u>“Certificate of Limited Partnership”</u> or <u>“Registration of Foreign Limited Partnership.”</u>	<input type="checkbox"/>
▪ Copies of the following degree/certificate per Minimum Mandatory Requirements 4.0 for each category applying for. <ul style="list-style-type: none"> ○ A valid Private Patrol Operator License 	<input type="checkbox"/>
REQUIRED FORMS	
▪ Exhibit 1 Bidder’s Organization Questionnaire/Affidavit and Pending Litigation & Judgement	<input type="checkbox"/>
▪ Exhibit 2 Certification of Compliance	<input type="checkbox"/>
▪ Exhibit 3 Request for Preference Consideration	<input type="checkbox"/>
▪ 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 and Category Submittal	<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 Price 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 Acknowledgment 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 Plan & 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 B Contractor’s Administration	<input type="checkbox"/>

Failure to complete, sign (where required) and return the above documents with the RFP may disqualify the RRP 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:

APPENDICES 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: _____

For County use only	
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)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% 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.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the valuation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

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:

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

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