## COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460

ALHAMBRA, CALIFORNIA 91802-1460

## NOTICE OF REQUEST FOR PROPOSALS FOR AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048)

PLEASE TAKE NOTICE that Public Works requests proposals for multiple contracts for As-Needed Trash Removal Services from Flood Control Channels for East, West, and South Area (2017-AN048). Each of these contracts have been designed to have a potential maximum contract term of 4 years, consisting of an initial 1 -year term and potential additional three 1 -year option renewals. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Anna Leung at (626) 458-4072 or aleung@dpw.lacounty.gov, or Mr. David Pang at (626) 458-7167 or dpang@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

## PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/brcd/servicecontracts.

## Public Works' "Business Opportunities" Website Registration:

All interested proposers for this RFP are strongly encouraged to register at http://dpw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

## Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference

Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed $\$ 150,000$, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.

Each area will be evaluated and awarded independently. Public Works intends to award three services contracts, one for each of the identified service locations. Proposers may submit a proposal for one, two, or all three service locations. Each proposal must specify the area for which it is being submitted.

| Service Location <br> (One Contract for each area) | Estimated Annual Contract Amount |
| :--- | :---: |
| East Area | $\$ 350,000$ |
| West Area | $\$ 350,000$ |
| South Area | $\$ 800,000$ |

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have a minimum of 1 year of experience providing trash disposal services to public entities within public right of way, public parking areas, or public properties, such as flood control facilities, parks, schools, libraries, sidewalks, alleyways, airports, bus stops, train stations, etc.
2. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health. Proposers who do not possess the permit at the proposal deadline date may submit a copy of a receipt and an invoice from Public Health to proposers for permit fees.
3. Subcontractors are not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

A Proposers' Conference will be held on Thursday, January 4, 2018, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

December 20, 2017
Page 3

No walk-through is provided for this solicitation. Proposer shall carefully examine the locations of the proposed work and be familiar with all of the physical and climatic conditions prior to submitting a proposal as described in Part I, Request for Proposals, Section 3, General Conditions of Request for Proposals, paragraph G. Knowledge of Work to be Done.

The deadline to submit proposals is Thursday, January 18, 2018, at 5:30 p.m. Please direct your questions to Ms. Leung at (626) 458-4072 or Mr. Pang at (626) 458-7167.

## Follow us on Twitter:

We encourage you to follow us on Twitter @LACoPublicWorks for information on Public Works and instant updates on contracting opportunities and solicitations.


Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference $B R C-1$.

Very truly yours,
MARK PESTRELLA


AL
P:laepubiService ContractsiCONTRACTAnnaiTRASH FREE CONTRACTSL20172017 RFP - EAST, WEST, SOUTH 01 RFPI01 RFP NOTICE.doc
Enc.

## COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

## REQUEST FOR PROPOSALS

FOR

## AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048)



## REQUEST FOR PROPOSALS

FOR

## AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EASTMEST/SOUTH AREA (2017-AN048)

## TABLE OF CONTENTS

## PART I

## SECTION 1 - INTRODUCTION

A. Proposers' Conference
B. Minimum Mandatory Requirements
C. Contract Analyst
D. Child Support Compliance Program
E. County Rights and Responsibilities
F. Defaulted Property Tax and Reduction Program
G. GAIN and GROW Programs
H. Indemnification and Insurance
I. Injury and Illness Prevention Program
J. Interpretation of Request for Proposals
K. Jury Service Program
L. County's Preference Programs
M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
N. Prompt Payment Program
O. Proposer's Charitable Contributions Compliance
P. Proposal Requirements and Contract Specifications
Q. Security and Background Investigations
R. Vendor Registration
S. Time Off for Voting
T. Local Small Business Enterprise Utilization
U. Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

## SECTION 2 - PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements
B. Proposal Submission

## SECTION 3-GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals
B. Altering Solicitation Document
C. County Responsibility
D. Determination of Proposer Responsibility
E. Disqualification of Proposers
F. Gratuities
G. Knowledge of Work to be Done
H. Notice to Proposers Regarding the Public Records Act
I. Notice to Proposers Regarding the County Lobbyist Ordinance
J. Opening of Proposals
K. Proposer Debarment
L. Proposal Prices and Agreement of Figures
M. Proposer's Safety Record
N. Qualifications of Proposer
O. Qualifications of Subcontractors
P. Safely Surrendered Baby Law
Q. Term of Proposals
R. Truth and Accuracy of Representations
S. Wages, Materials, and Other Costs
T. Consultant Independent
U. Acceptance of Terms and Conditions

## SECTION 4 - EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. Award of Contract
B. Final Contract Award by Board
C. Evaluation of Proposals
D. Pass/Fail Review
E. Evaluation Criteria
F. Negotiation

## SECTION 5 - PROTEST POLICY

A. Protest Policy Review Process
B. Grounds for Review
C. Solicitation Requirements Review
D. Place to Submit Requests for Review
E. Disqualification Review
F. Debriefing Process
G. Proposed Contractor Selection Review
H. County Independent Review Process

## FORMS

PW-1 Verification of Proposal
PW-2 Schedule of Prices
PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4 Contractor's Industrial Safety Record
PW-5 Conflict of Interest Certification
PW-6 Proposer's Reference List
PW-7 Proposer's Equal Employment Opportunity Certification
PW-8 List of Subcontractors
PW-9 Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10 GAIN and GROW Employment Commitment
PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review
PW-12 Charitable Contributions Certification
PW-13 Proposer's List of Terminated Contracts
PW-14 Proposer's Pending Litigations and Judgments
PW-15 Proposer's Insurance Compliance Affirmation
PW-16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17 Zero Tolerance Human Trafficking Policy Certification
PW-18 Proposer's Compliance with the Minimum Requirements of the RFP
PW-19 Statement of Equipment Form

## ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance

# SAMPLE AGREEMENT FOR AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048) <br> <br> EXHIBITS 

 <br> <br> EXHIBITS}

## A. Scope of Work

A. 1 Schedule of Prices
[Successful Proposer's Form PW-2, will be incorporated here]
B. Service Contract General Requirements

Section 1 - Interpretation of Contract
Section 2 - Standard Terms and Conditions Pertaining to Contract Administration
Section 3- Terminations/Suspensions
Section 4 - General Conditions of Contract Work
Section 5 - Indemnification and Insurance Requirements
Section 6 - Contractor Responsibility and Debarment
Section 7 - Compliance with County's Jury Service Program
Section 8 - Safely Surrendered Baby Law Program
Section 9 - Social Enterprise Preference Program
Section 10 - Local Small Business Enterprise Preference Program
Section 11 - Disabled Veteran Business Enterprise Preference Program
Section 12 - Compliance with County's Defaulted Property Tax Reduction Program
C. Internal Revenue Service Notice 1015
D. Safely Surrendered Baby Law Posters
E. Defaulted Property Tax Reduction Program
F. Performance Requirements Summary
G. 1 Maps of Channels - East Area
G. 2 Maps of Channels - West Area
G. 3 Maps of Channels - South Area
H. Channel Right of Way
I. Trash-Free Channel Report

PART I

## REQUEST FOR PROPOSALS

## SECTION 1

## INTRODUCTION

## A. Proposers' Conference

Each proposer or an authorized representative must attend a proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE. Proposals received from proposers not signed in as attending this conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP), contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from proposers. Upon conclusion of the proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update to all who attended the conference.

No walk-through is provided for this solicitation. Proposer shall carefully examine the locations of the proposed work, and be familiar with all of the physical and climatic conditions prior to submitting a proposal as described in Part I, Request for Proposals, Section 3, General Conditions of Request for Proposals, paragraph G. Knowledge of Work to be Done.

## B. Minimum Mandatory Requirements

Interested and qualified proposers who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements at the time of proposal submission:

1. Proposer must have a minimum of 1 year of experience providing trash disposal services to public entities within public right of way, public parking areas, or public properties such as flood control facilities, parks, schools, libraries, sidewalks, alleyways, airports, bus stops, train stations, etc.
2. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). proposers who do not possess the permit at the proposal deadline date may
submit a copy of a receipt and an invoice from DPH to proposers for permit fees.
3. Subcontractors are not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

## C. Contract Analyst

Proposers are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contacts regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed to:

County of Los Angeles Department of Public Works Business Relations and Contracts Division - 8th Floor Attention Ms. Anna Leung or Mr. David Pang
P.O. Box 1460

Alhambra, CA 91802-1460
E-mail: aleung@dpw.lacounty.gov or E-mail: dpang@dpw.lacounty.gov Telephone: (626) 458-4072 Telephone: (626) 458-7167

If it is discovered that a proposer contacted and received material information from any County personnel, other than the Contract Analyst named in the Notice of RFP and above, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

## D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract and/or initiation of debarment proceedings against the noncompliant contractor (County Code, Chapter 2.202).

## E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound
by any representations otherwise made by any individual acting or purporting to act on its behalf.

## F. Defaulted Property Tax and Reduction Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). The successful contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 12, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both contractors and their subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

## G. GAIN and GROW Programs

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

## H. Indemnification and Insurance

The successful contractor will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The contractor will be required to procure, maintain, and provide
the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed contract without interruption or break in coverage.

## I. Injury and Illness Prevention Program

The successful contractor will be required to comply with the State of California Occupational Safety Health Administration's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

## J. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of contract, also apply to interpretation of this RFP.

## K. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both contractors and their subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2 ) the proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $\$ 50,000$ or more in any 12 -month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed contract is less than $\$ 500,000$; and 3 ) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) 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.

## L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15\%) in response to any County solicitation. 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.

1. Local Small Business Enterprise (LSBE) Preference Program
a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C. 1 of the County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
b. To apply for certification as an LSBE, businesses should contact the DCBA at http://dcba.lacounty.gov.
c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
d. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at http://www.pd.dgs.ca.gov/smbus/default.
2. Social Enterprise (SE) Preference Program
a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
ii. A business certified by the DCBA as an SE.
b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
c. Further information on SE also available on the DCBA's website at: http://dcba.lacounty.gov
3. Disabled Veteran Business Enterprise (DVBE) Preference Program
a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
i. A business which is certified by the State of California as a DVBE; or
ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources website at http://www.dgs.ca.gov/pd/Home.aspx.
e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal

Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: http://www.vetbiz.gov.
M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the proposer on Form PW-1, Verification of Proposal. The proposed contract will only be awarded to the entity that submitted the proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding contractors engaged in mergers and acquisitions. Failure of the proposer to provide this information may eliminate its proposal/bid from any further consideration.

## N. Prompt Payment Program

It is the intent of the County that Certified Local SBE receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

## O. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over $\$ 2$ million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined now that they do not receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code, Chapter 2.202).

## P. Proposal Requirements and Contract Specifications

1. Persons who wish to contract with the County may respond to this RFP by submitting a proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for proposals are explained in Part I of this RFP.
3. The proposed contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

## Q. Security and Background 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.

## R. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at https://camisvr.co.la.ca.us/webven/default.asp and click on "New Registration". Being registered will assist the proposer in receiving notifications of the release of County solicitations that may be of interest to the proposer.

## S. Time Off for Voting

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

## T. Local Small Business Enterprise Utilization

When requested by the County, the contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including, but not limited to, the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the contractor shall be liable to the County for said amount.

If in the judgment of the Director of Public Works, or his/her designee, the contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the contractor.
U. Proposer's Acknowledgment of County's Commitment to Zero Tolerance Human Trafficking

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

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.00, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

## SECTION 2

## PROPOSAL PREPARATION AND SUBMISSION

## A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the proposal as nonresponsive at the County's sole discretion:

1. Title page

The title page shall show the proposer's name, title of the service requested, local address, telephone number, and date of submittal.
2. Table of Contents

A comprehensive Table of Contents shall list all materials included in the proposal.
3. Letter of Transmittal

A person legally authorized to enter into contracts for the proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the proposer, their titles, addresses, e-mail addresses, and telephone numbers.
4. Support Documents for Corporations and Limited Liability Companies
a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If proposer's most recent Statement has only the "No change in information" box checked, the proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.
b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If proposer's most recent Statement has only the "No change in information" box checked, the proposer must also submit the most
recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.
5. Experience

## FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- Background
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this contract, if awarded, identifying each by name/position)
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, and any other staff involved with this contract, if awarded
- Provide additional information for staff involved with this contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work
- Demonstrate how the proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

## FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and replacement, supervision, supplies, uniforms, identification badges, safety, communications, and quality control.

The County may award higher points to the proposers that successfully demonstrated the following in their proposal:
i. Proposer has provided a response plan to meet each Area's Contract Manager's priority assignments within 24 hours (seven days per week).
ii. Proposer has demonstrated its ability to remove trash from the work location within 48 hours of its discovery, Monday through Friday.
iii. Proposer has demonstrated its ability to provide weekly patrols of the work locations to maintain trash-free channels.
iv. Proposer has provided a plan on how they will provide two debris hauling vehicles, three utility vehicles for transporting crews, and a minimum of two truck drivers with the appropriate valid and active licenses to transport all debris derived from the daily operation (which may be collected on contractor's facility) to a licensed local landfill approved by Public Works. All vehicles must be capable of accessing and navigating the channel right of ways.
v. Proposer has provided a detailed plan on how the collected trash will be separated by green waste and debris and reported accurately per channel on Exhibit I. This contract requires that the tonnage of trash removed from each channel is quantified and recorded before combining with debris from other locations in order to provide an accurate account of the debris' origin.

## 7. Quality Assurance Program

Describe proposer's Quality Assurance Program (Program) that will be utilized by the proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the proposer's organizational process for consistently delivering those requirements.

The proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your proposal shall address in detail:
a. Policies and Procedures - Quality control procedures for the proposer, subcontractors, if any, and suppliers must be described.

If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the proposer and how the proposer will ensure that the subcontractor complies with the Program.
b. Inspection Fundamentals - The proposer shall provide samples of forms that outline required operations and quality levels. The proposal must indicate the proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
c. Quality Control Documentation, Review, and Reporting - The Program shall describe and list the records to be maintained. The Program shall detail how the proposer will maintain inspection records and make them available to the County.
8. Equipment

The proposer shall provide two debris hauling vehicles and three utility vehicles for transporting crews. Both must be capable of accessing and navigating the channel right of ways. Equipment must also include hand tools and/or mechanical means for picking up and removing debris from the work locations.

In addition, the proposer shall submit an inventory of all operable equipment dedicated and/or designated as primary backup to be used to accomplish the work on Form PW-19, Statement of Equipment Form, and shall provide a detailed and comprehensive narrative, that describes how the proposer's configuration and equipment are in compliance with Exhibit A, Scope of Work. The equipment may be subject to field inspection by Public Works.
9. Subcontractors

No subcontracting is allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.
10. Licenses and Certifications

Proposer must submit copies of the proposer's and/or employees' licenses and certifications required to perform the work, if any, as well as any other required licenses or endorsements required by Federal, State, and local regulations.
11. Insurance

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, acknowledging that the proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this RFP if awarded the contract. In Form PW-15, proposer affirms that the proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this RFP throughout the entire term of the proposed contract, without interruption or break in coverage.

## 12. Forms List

Complete and submit the following forms, which are included in the RFP package:

PW-1 Verification of Proposal
PW-2 Schedule of Prices
PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form

PW-4 Contractor's Industrial Safety Record
PW-5 Conflict of Interest Certification
PW-6 Proposer's Reference List
PW-7 Proposer's Equal Employment Opportunity Certification
PW-8 List of Subcontractors (Subcontractors are not allowed for this service)

PW-9 Request for County's Preference Program Consideration and CBE Firm/Organization Information Form.

PW-10 GAIN and GROW Employment Commitment
PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)

PW-12 Charitable Contributions Certification
PW-13 Proposer's List of Terminated Contracts
PW-14 Proposer's Pending Litigations and Judgments

## PW-15 Proposer's Insurance Compliance Affirmation

PW-16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

PW-17 Zero Tolerance Human Trafficking Policy Certification
PW-18 Proposer's Compliance with the Minimum Requirements of the RFP

PW-19 Statement of Equipment Form
(Proposer should note that any change, edit, deletion, etc., of these forms by the proposer may subject the proposer's proposal to disqualification at the sole discretion of the County.)
13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the proposal and be labeled "Additional Information." If there is no additional information the proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

## B. Proposal Submission

1. Proposals shall be submitted with seven complete sets of the proposal that includes all related information in the following formats:

- Paper: One original and four copies.
- Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
- One original electronic copy.
- One redacted electronic copy - Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the proposal such as Social Security numbers.

Please note: The two electronic copies of your proposal will not be used for evaluation purposes. The evaluators will evaluate the content of the original, hard copies of the submitted proposal only. Proposers are responsible to include paper copies of all information, including information on the electronic copies to the hard copies of the proposal, for such information to be evaluated.

Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier's Office, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the proposer and this RFP. Proposals are only accepted when received and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the proposer to instruct delivery services, such as United Parcel Service and Federal Express to deliver proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the proposer, not of the County, Public Works, or any Special District.

## SECTION 3

## GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

## A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. The County further reserves the right to cancel this request for proposals at any time at its sole discretion. In the event of any such rejection of proposals or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the proposal may be rejected as unauthorized and nonresponsive.

No proposal will be considered unless the proposer submits a proposal for all requested items. If the solicitation document requests multiple quotations, no proposal will be considered unless the proposer submits a price on all items within each category; however, the solicitation document may not require the proposer to submit a price on all of the categories.

## B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the proposer will render their proposal irregular and may cause its rejection as nonresponsive.

## C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed contract unless such understanding or representation is included in the proposed contract.

## D. Determination of Proposer Responsibility

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 proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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 subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.
3. The County may declare a proposer to be nonresponsible for purposes of the proposed 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.
4. If there is evidence that the highest-rated proposer may not be responsible, Public Works 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. Public Works 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 Public Works' recommendation.
5. If the proposer presents evidence in rebuttal to Public Works, Public Works 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. These terms shall also apply to any proposed subcontractors of proposer on County contracts.

## E. Disqualification of Proposers

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any proposer has an interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such proposers to debarment.

## F. Gratuities

1. 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 proposed contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed contract.
2. A proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

## G. Knowledge of Work to be Done

By submitting a proposal, proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this proposal solely upon the proposer's own knowledge. The proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their proposal in accordance therewith. If proposer's proposal is accepted, the proposer will enter into a written contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices, and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

## H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) Contract negotiations are complete; (2) 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) Department releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of proposal submission will be accepted. The proposers will not be granted opportunity to make any change or label any portion of their respective proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the proposals.
3. In the event 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," proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

## I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board 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 the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by County Code, Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the County Code and each County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyist. The proposer's signature on the Proposal submission is its certification that it is in full compliance with County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

## J. Opening of Proposals

Proposals will not be publicly opened.

## K. Proposer Debarment

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 5 years but may exceed 5 years or be permanent if warranted by the circumstance, 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 or 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.
2. If there is evidence that the highest-rated proposer may be subject to debarment, Public Works will notify the proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or the proposer's representative shall 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 proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a proposer has been debarred for a period longer than 5 years, that proposer may, after the debarment has been in effect for at least 5 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the proposer has been debarred for a period longer than 5 years; (2) the debarment has been in effect for at least 5 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. 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 shall 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. These terms shall also apply to proposed Subcontractors of proposer on County contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

## L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the proposer's intentions. If the total amount is entered for
the item, but not the unit price, the unit price will be that, which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the proposer's intentions.

## M. Proposer's Safety Record

A review of the proposer's safety record will be made before the award. proposers are required to submit this information, with their proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the proposer's safety record may be cause for rejection of the proposal on the basis of nonresponsibility and/or nonresponsiveness.

## N. Qualifications of Proposer

No award will be made to any proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a proposer will be conducted. The unreasonable failure of a proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the proposal on the basis of nonresponsibility and/or nonresponsiveness.

## O. Qualifications of Subcontractors

No subcontracting is allowed for this service.

## P. Safely Surrendered Baby Law

The proposer shall notify and provide to its employees, and shall require each subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

## Q. Term of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of proposals.

## R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for the rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.
S. Wages, Materials, and Other Costs

It is the responsibility of the proposer to calculate the proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

## T. Consultant Independent

Proposers that assisted the County in developing or preparing a solicitation document, pursuant to a consultant contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

## U. Acceptance of Terms and Conditions

Each proposer understands and agrees that submission of proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

## SECTION 4

## EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

## A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the County intends to award a contract to the highest-rated proposer or proposers based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria, whose proposal(s) provide(s) the most beneficial program and price with all other factors considered for each service area identified. 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 interest of the County. The recommended awardee shall sign and return the agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee shall submit copies of its proof of insurance coverage, within 14 days after Board's approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

## B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant contract/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, or to award a contract to a proposer other than the highest-rated proposer.

## C. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon receipt of the proposal as specified and evaluation of proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one or more of those submitting proposals. The proposed contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary to determine the proposer's overall and specific abilities to meet the requirements of proposed contract over the entire contract term. This determination will be based on, but not limited to, an evaluation of the proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.
3. The County reserves the sole right to judge the proposer's written and oral representations and to review, evaluate, and select the successful proposal(s).
4. The County may make on-site inspections of proposer's current jobs and/or facilities.
5. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.
7. The County will evaluate and award each area separately.

## D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below.
Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer is signed in as attending the Proposers' Conference.
2. Proposal was time stamped by the Cashier prior to the deadline for submission of the proposal. Any proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-18.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
5. Proposer have completed and signed all appropriate forms.

## E. Evaluation Criteria

All proposals will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

1. Proposed Price ( 65 points)

The proposed price should accurately reflect the proposer's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

- LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed $\$ 150,000$, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the proposer's payment, which is based on the proposer's bid amount.

Subject to such adjustment(s), the lowest Total Adjusted Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other proposals will receive a prorated score calculated as follows: divide the lowest Total Adjusted Proposed Annual Price by each other proposer's Total Adjusted Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The proposal with the lowest Total Adjusted Proposed Annual Price may not necessarily be awarded a contract.
2. Performance History/References (5 points)

## a. Potential Points

Public Works will attempt to obtain the required number of proposer's references for overall satisfaction with proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of $5 / 3$ points for each responding reference up to a total of three responding references. On Form PW-6, proposer's Reference List, proposers must identify all contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each contract. Public Works reserves the right to utilize any reference of proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.
b. Potential Deductions

In addition to the references provided, the review will include the County's contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other contracts. If references fail to substantiate proposer's description of services provided; references fail to support that proposer has a continuing pattern of providing capable, A/N Trash Removal - East/West/South
productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a proposer's unacceptable performance on another County contract(s), as documented by either the County's contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the proposer to correct bad phone numbers, etc. It is the proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.
3. Experience (10 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A. 5 (Experience). The evaluators may give reduced scores to any proposer that omits or fails to sufficiently address any of the items specified in Section 2.A. 5 of this RFP. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the proposer, its key personnel, and supervising employees in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated contract(s) reported on Form PW-13, Proposer's List of Terminated contracts. The evaluators may consider the safety record of the proposer to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.
4. Work Plan (15 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A. 6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A. 6 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the proposer is likely to meet or exceed the performance requirements set forth in

Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluation committee may also make this determination from all relevant information presented in the proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the proposer to designate a qualified inspector that will be provided by proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.
5. Equipment (5 points)

The evaluators may award up to maximum of five points based on their evaluation of the proposer's equipment to meet or exceed all of the requirements set forth in Exhibit A, Scope of Work.

A review of the proposer's equipment to be dedicated and/or designated as backup to perform the work, as listed on the Statement of Equipment Form (Form PW-19), will be made. List vehicles separate from other equipment. Public Works reserves the right to conduct on-site inspections of equipment listed on this form.

The proposer's equipment may be evaluated based on the following criteria, but is not limited to, the type, and quantity of equipment within the organization's fleet, type and quantity of equipment dedicated to the service, date of manufacture/purchase, up-to-date maintenance, and service records.

Significant unacceptable weakness in the proposer's equipment may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

## 6. Optional Interview/Clarification

The County may, at its option, invite one or more proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written proposals. A separate score will not be given for a presentation or interview, but the proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the one or more proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

## 7. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

## F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the proposer(s) will not result in a change in the rating of the proposers. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next highest-rated proposer who submitted a proposal, as determined by the County.

## SECTION 5

## PROTEST POLICY

## A. Protest Policy Review Process

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 C, Solicitation Requirements Review, below. Any proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in Sections below. Additionally, any proposer may obtain copies of proposals and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award as the case may be.
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.

## B. Grounds for Review

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

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection


## C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within 10 business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:
a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/proposal due date.

## D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

## E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the proposer may submit a written request for a Disqualification Review within the time frame specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
a. The person or entity requesting a Disqualification Review is a proposer.
b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).
c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness 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.
4. The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

## F. Debriefing Process

For solicitations where proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining proposers in writing that Public Works is entering negotiations with another proposer. Upon receipt of the letter, any nonselected proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers shall not be discussed, although Public Works may inform the requesting proposer of its relative ranking.
3. During or following the debriefing, Public Works will instruct the requesting proposer of the manner and time frame in which the requesting proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting proposer is not satisfied with the results of the Debriefing.

## G. 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 paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer.
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
i. Failure to correctly apply the standards for reviewing the proposal format requirements.
ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document
iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
b. Public Works made identifiable mathematical or other errors in evaluating bids/proposals, resulting in the proposer receiving an incorrect score, and not being selected as the recommended contractor.
c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
d. Another basis for review as provided by State or Federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' 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, Public Works representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

## H. County Independent Review Process

1. 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 time frame specified
by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.
2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
a. The person or entity requesting review by a County Independent Review is a proposer.
b. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the proposer.

## TABLE OF FORMS

PW-1
PW-2
PW-3

PW-4
PW-5
PW-6
PW-7
PW-8
PW-9

PW-10
PW-11

PW-12
PW-13
PW-14
PW-15
PW-16

PW-17
PW-18

PW-19
STATEMENT OF EQUIPMENT FORM

## ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

## VERIFICATION OF PROPOSAL

| DATE: , 201 |  |  |  | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final. |  |  |  |  |  |  |  |  |
| 2. Name of Service: |  |  |  |  |  |  |  |  |
| DECLARANT INFORMATION |  |  |  |  |  |  |  |  |
| 3. Name Of declarant: |  |  |  |  |  |  |  |  |
| 4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). |  |  |  |  |  |  |  |  |
| 5. My Title, Capacity, Or Relationship to the Proposer(s) is: |  |  |  |  |  |  |  |  |
| PROPOSER INFORMATION |  |  |  |  |  |  |  |  |
| 6. Proposer's full legal name: |  |  |  |  |  |  | Telephone No.: |  |
| Physical Address (NO P.O. BOX): |  |  |  |  |  |  | Mobile No.: |  |
| e-mail: |  |  |  |  |  |  | Fax No.: |  |
| County WebVen No.: |  |  | IRS N |  |  |  | Business License No.: |  |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): |  |  |  |  |  |  |  |  |
| County(s) of Registration: |  |  |  |  | State: |  | Year(s) became DBA: |  |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE): |  |  |  |  |  |  |  |  |
| Sole proprietor $\quad$ Na |  |  | Name of Proprietor: |  |  |  |  |  |
| A corporation: |  | Corporation's principal place of business: |  |  |  |  |  |  |
|  |  | State of incorporation: |  |  |  |  | Year incorporated: |  |
| Non-profit corporation certified under IRS 501 (c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts |  |  |  |  | President/CEO: |  |  |  |
|  |  |  |  |  | Secretary: |  |  |  |
| A general partnership: |  |  |  | Names of partners: |  |  |  |  |
| A limited partnership: |  |  |  | Name of general partner: |  |  |  |  |
| A joint venture of: |  |  |  | Names of joint venturers: |  |  |  |  |
| A limited liability company: |  |  |  | Name of managing member: |  |  |  |  |
| 9. The only persons or firms interested in this proposal as principals are the following: |  |  |  |  |  |  |  |  |
| Name(s) |  |  | Tilie |  |  | Phone |  | Fax |
| Stret |  |  | cily |  |  | State |  | Zip |
| Name(s) |  |  | Tite |  |  | Phone |  | Fax |
| Stret |  |  | City |  |  | State |  | Zip |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? No Yes If yes, name of parent firm: State of incorporation/registration of parent firm: $\qquad$ |  |  |  |  |  |  |  |  |
| 11. Has your firm done business under any other name(s) within the last five years? NoName(s):Name(s): |  |  |  |  |  |  |  |  |
| 12. Is your firm involved in any pending acquisition or merger? No Yes If yes, indicate the associated company's name: $\qquad$ |  |  |  |  |  |  |  |  |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. |  |  |  |  |  |  |  |  |
| 14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. |  |  |  |  |  |  |  |  |
| I declare under penaly of periury under the laws of California that the above information is true and correct. |  |  |  |  |  |  |  |  |
| Signature of Proposer or Authorized Agent: |  |  |  |  |  |  | Date: |  |
| Type name and title: |  |  |  |  |  |  |  |  |

## SCHEDULE OF PRICES

FOR

## AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048)

IMPORTANT: Every service area location will be evaluated and awarded independently. Your proposal must specify the service area location(s) for which your firm is submitting a bid for.

1. The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.
2. The County intends to award three separate service Contracts to three separate service locations; however, Proposers are not required to submit bids for each service location solicited through this RFP. Proposer may submit a bid for one, two, or all three service locations being solicited. Each service location contains its own Flood Control Channel Facilities with a schedule of services (PW-2 Forms) particular to that area. Proposer must indicate which location(s) they are submitting bid prices for on this Form and provide bid prices for all services for the specific service location as identified by the corresponding Schedule of Prices.
3. In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the trash removal services from the channel service area location(s) as follows:

| PROPOSER SUBMITTED PRICE | SERVICE AREA LOCATION | SCHEDULE OF PRICES <br> (PW-2 FORMS) |
| :--- | :---: | :---: |
| $\square$ Yes $\square$ No | EAST AREA | PW-2.1 |
| $\square$ Yes $\square$ No | WEST AREA | PW-2.2 |
| $\square$ Yes $\square$ No | SOUTH AREA | PW-2.3 |


| LEGAL NAME OF PROPOSER |  |  |
| :--- | :--- | :--- |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL. |  |  |
| TITLE OF AUTHORIZED PERSON | STATE CONTRACTOR'S LICENSENUMBER |  |
| DATE | BUSINESS PHONE | E-MAIL |

## SCHEDULE OF PRICES FOR

## TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS EAST AREA (2017-AN048)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Public Works will reimburse all dumping fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Contractor's Unit Cost as listed on this Form PW-2, Schedule of Prices.

| ITEM | ITEM DESCRIPTION | MONTHLY (UNIT) COST | NO. OF MONTHS (April to Dec.) | TOTAL PRICE (Monthly Cost X No. of Months) |
| :---: | :---: | :---: | :---: | :---: |
| A. | WORK LOCATIONS FOR MONTHLY CLEANING SERVICE |  |  |  |
| 1. | ALHAMBRA WASH CHANNEL | \$ | X 9 | \$ |
| 2. | ARCADIA WASH - MAIN BRANCH | \$ | $\times 9$ | \$ |
| 3. | ARROYO SECO CHANNEL | \$ | $\times 9$ | \$ |
| 4. | BAKER WASH | \$ | $\times 9$ | \$ |
| 5. | BI 30 | \$ | X 9 | \$ |
| 6. | BI 528 BASSET CHANNEL | \$ | $\times 9$ | \$ |
| 7. | BIG DALTON WASH | \$ | $\times 9$ | \$ |
| 8. | CHARTER OAK WASH | \$ | $\times 9$ | \$ |
| 9. | DOUBLEGROVE CHANNEL | \$ | $\times 9$ | \$ |
| 10. | EATON WASH | \$ | $\times 9$ | \$ |
| 11. | LITTLE DALTON WASH | \$ | X 9 | \$ |
| 12. | LIVE OAK WASH | \$ | X 9 | \$ |
| 13. | MARSHALL CANYON CHANNEL AND WEST FORK | \$ | X 9 | \$ |
| 14. | PUENTE CREEK | \$ | X 9 | \$ |
| 15. | RIO HONDO | \$ | X 9 | \$ |
| 16. | RUBIO WASH/DIVERSION | \$ | X 9 | \$ |
| 17. | SANTA ANITA WASH | \$ | $\times 9$ | \$ |
| 18. | SAWPIT WASH CHANNEL | \$ | $\times 9$ | \$ |
| 19. | STIMSON CHANNEL | \$ | X 9 | \$ |
| 20. | WALNUT CREEK CHANNEL | \$ | $\times 9$ | \$ |
| 21. | WARINGWOOD CHANNEL | \$ | $\times 9$ | \$ |
| 22. | SAN DIMAS WASH | \$ | $\times 9$ | \$ |
| 23. | HACIENDA CHANNEL DRAINAGE SYSTEM | \$ | X 9 | \$ |


| ITEM | ITEM DESCRIPTION | MONTHLY (UNIT) COST | NO. OF MONTHS (April to Dec.) | TOTAL PRICE (Monthly Cost X No. of Months) |
| :---: | :---: | :---: | :---: | :---: |
| 24. | PEPPERBROOK CHANNEL DRAINAGE SYSTEM | \$ | X 9 | \$ |
| 25. | $\begin{aligned} & \text { ARCADIA WASH - EAST } \\ & \text { BRANCH } \end{aligned}$ | \$ | X 9 | \$ |
| 26. | ARCADIA WASH - LIMA BRANCH | \$ | $\times 9$ | \$ |
| 27. | BI 25 | \$ | $\times 9$ | \$ |
|  |  | SUBTOTAL ITEM A |  | \$ |
| ITEM | ITEM DESCRIPTION | UNIT COST | NO. OF UNITS | TOTAL PRICE (Unit Cost X No. of Units) |
| B. | AS-NEEDED SERVICES (Jan. - March) |  |  |  |
| 1. | HOURLY RATE FOR A 6 PERSON CREW - <br> (Work orders to be completed are strictly outside of the 9 months regular schedule and only to be performed with Public Works' Approval) | \$ | 500 hrs | \$ |
|  |  | SUBTOTAL ITEM B |  | \$ |

* Please note the first Contract term will be less than 9 months as determined by the execution date of the Contract.

TOTAL PROPOSED ANNUAL PRICE \$ (SUBTOTAL ITEM A PLUS ITEM B)

| Legal Name of Proposer |  |  |
| :---: | :---: | :---: |
| Signature of Person Authorizid to Suemit Proposal |  |  |
| Tithe of Authorized Person |  |  |
| DATE | State Contractor's License Numeer | LICENSE TYPE |
| Proposer's Address: |  |  |
| Phone | Fax | E-MALL |

P:laepublService ContractsICONTRACTIAnnalTRASH FREE CONTRACTSL2016 SOUTH REBIDISouth RFPP101 RFPl04.1 PW-2_RFP_South Area_11-7-16.doc

## SCHEDULE OF PRICES FOR

## TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS WEST AREA

 (2017-AN048)The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Public Works will reimburse all dumping fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Contractor's Unit Cost as listed on this Form PW-2, Schedule of Prices.

| ITEM | ITEM DESCRIPTION | MONTHLY (UNIT) COST | NO. OF MONTHS (April to Dec.) | TOTAL PRICE (Monthly Cost X No. of Months) |
| :---: | :---: | :---: | :---: | :---: |
| A. | WORK LOCATIONS FOR MONTHLY CLEANING SERVICE |  |  |  |
| 1. | BROWNS CREEK | \$ | X 9 | \$ |
| 2. | UPPER LOS ANGELES RIVER | \$ | $\times 9$ | \$ |
| 3. | EAST CANYON CHANNEL | \$ | $\times 9$ | \$ |
| 4. | PACOIMA WASH | \$ | $\times 9$ | \$ |
| 5. | LOWER LOS ANGELES RIVER | \$ | $\times 9$ | \$ |
| 6. | TUJUNGA WASH | \$ | X 9 | \$ |
| 7. | NEWHALL CREEK | \$ | $\times 9$ | \$ |
| 8. | WHITES CANYON CHANNEL | \$ | $\times 9$ | \$ |
| 9. | HAINES CANYON CHANNEL | \$ | $\times 9$ | \$ |
| 10. | PACOIMA DIVERSION CHANNEL | \$ | X 9 | \$ |
| 11. | BI 0085 CHANNEL (PACOIMA WASH TO VAN NUYS BLVD) | \$ | $\times 9$ | \$ |
| 12. | BI 0085 CHANNEL (STROUD STREET TO TUJUNGA WASH) | \$ | $\times 9$ | \$ |
| 13. | BI 0088 CHANNEL | \$ | X 9 | \$ |
| 14. | MINT CANYON CHANNEL | \$ | $\times 9$ | \$ |
| 15. | VIOLIN CHANNEL | \$ | $\times 9$ | \$ |
| 16. | PORETTA CHANNEL | \$ | X 9 | \$ |
| 17. | ALISO CREEK CHANNEL | \$ | $\times 9$ | \$ |
| 18. | LOWER VERDUGO WASH | \$ | X 9 | \$ |
| 19. | BULL CREEK | \$ | $\times 9$ | \$ |
| 20. | SANTA SUSANA CREEK | \$ | $\times 9$ | \$ |
| 21. | LIMEKILN CREEK | \$ | $\times 9$ | \$ |
| SUBTOTAL ITEM A |  |  |  | \$ |


| ITEM | ITEM DESCRIPTION | NO. OF <br> MONTHLY <br> (UNIT) COST | MONTHS <br> (April to <br> Dec.) | TOTAL PRICE <br> (Monthly Cost X <br> No. of Months) |
| :--- | :--- | :--- | :--- | :--- |
| B. | AS-NEEDED SERVICES <br> (Jan. - March) | HOURLY RATE FOR A 6 PERSON <br> CREW - <br> (Work orders to be completed are <br> strictly outside of the 9 months <br> regular schedule and only to be <br> performed with Public Works' <br> Approval) | $\$$ |  |

* Please note the first Contract term will be less than 9 months as determined by the execution date of the Contract.


## TOTAL PROPOSED ANNUAL PRICE \$ (SUBTOTAL ITEM A PLUS ITEM B)

| Legal Name of Proposer |  |  |
| :---: | :---: | :---: |
| Signature of Person Authorizeo to Suamt Proposal |  |  |
| Ttle of Authorized Person |  |  |
| Date | State Contractor's License Number | License TYpe |
| Proposer's Adoress: |  |  |
| Phone | FAX | E-MALL |

[^0]
## SCHEDULE OF PRICES FOR

## TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS SOUTH AREA (2017-AN048)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Public Works will reimburse all dumping fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Contractor's Unit Cost as listed on this Form PW-2, Schedule of Prices.

| ITEM | ITEM DESCRIPTION | MONTHLY (UNIT) COST | NO. OF MONTHS (April to Dec.) | TOTAL PRICE (Monthly Cost X No. of Months) |
| :---: | :---: | :---: | :---: | :---: |
| A. | WORK LOCATIONS FOR MONTHLY CLEANING SERVICE |  |  |  |
| 1. | COMPTON CREEK | \$ | X 9 | \$ |
| 2. | PROJECT 21 | \$ | $\times 9$ | \$ |
| 3. | PROJECT 130 | \$ | X 9 | \$ |
| 4. | DOMINGUEZ CHANNEL | \$ | $\times 9$ | \$ |
| 5. | DOMINGUEZ CHANNEL TIDAL ZONE | \$ | X 9 | \$ |
| 6. | BALLONA CREEK | \$ | $\times 9$ | \$ |
| 7. | BALLONA CREEK TIDAL ZONE | \$ | $\times 9$ | \$ |
| 8. | CENTINELA CREEK CHANNEL | \$ | $\times 9$ | \$ |
| 9. | PD 669 | \$ | $\times 9$ | \$ |
| 10. | PROJECT 1232 | \$ | $\times 9$ | \$ |
| 11. | SEPULVEDA CHANNEL | \$ | X 9 | \$ |
| 12. | WILMINGTON DRAIN - EAST | \$ | $\times 9$ | \$ |
| 13. | WILMINGTON DRAIN - WEST | \$ | $\times 9$ | \$ |
| 14. | SAN GABRIEL RIVER | \$ | $\times 9$ | \$ |
| 15. | COYOTE CREEK | \$ | X 9 | \$ |
| 16. | RIO HONDO CHANNEL | \$ | $\times 9$ | \$ |
| 17. | LOS ANGELES RIVER | \$ | X 9 | \$ |
| 18. | PROJECT 9 - LINE A | \$ | $\times 9$ | \$ |
| 19. | PROJECT 9-UNIT 2, LINE E | \$ | $\times 9$ | \$ |
| 20. | PROJECT 9-UNIT 3, LINE C | \$ | $\times 9$ | \$ |
| 21. | PROJECT 9 - UNIT 3, LINE D | \$ | $\times 9$ | \$ |


| ITEM | ITEM DESCRIPTION | MONTHLY <br> (UNIT) COST | NO. OF MONTHS (April to Dec.) | TOTAL PRICE (Monthly Cost X No. of Months) |
| :---: | :---: | :---: | :---: | :---: |
| 22. | PROJECT 9-UNIT 1, LINE F | \$ | $\times 9$ | \$ |
| 23. | LOS CERRITOS CHANNEL | \$ | $\times 9$ | \$ |
| 24. | LOS CERRITOS CHANNEL TIDAL ZONE | \$ | $\times 9$ | \$ |
| 25. | SANTA MONICA CANYON CHANNEL | \$ | $\times 9$ | \$ |
|  |  | SUBTOTAL ITEM A |  | \$ |
| ITEM | ITEM DESCRIPTION | UNIT COST | No. OF UNITS | TOTAL PRICE (Unit Cost X No. of Units) |
| B. | AS-NEEDED SERVICES (Jan. - March) |  |  |  |
| 1. | HOURLY RATE FOR A 6 PERSON CREW - <br> (Work orders to be completed are strictly outside of the 9 months regular schedule and only to be performed with Public Works' Approval) | \$ | 500 hrs | \$ |
|  |  | SUBTOTAL ITEM B |  | \$ |

* Please note the first Contract term will be less than 9 months as determined by the execution date of the Contract.

> TOTAL PROPOSED ANNUAL PRICE \$ (SUBTOTAL ITEM A PLUS ITEM B)

| Legal Name of Profoser |  |
| :--- | :--- | :--- |
| Signature of Person Authorized to Submt Proposal |  |
| Title of Althorized Person | License Type |
| Date |  |
| Proposer's Address: |  |
| Phone |  |

P:laepublService ContractsICONTRACTUAnnalTRASH FREE CONTRACTSL201712017 RFP - EAST, WEST, SOUTHI01 RFPI04.3 FORM PW-2.3 - South Area.docx

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| Company Name: |
| :--- |
| Company Address: |
| City: |
| Telephone Number: |
| (Type of Goods or Services): |
| If you believe the Jury Service Program does not apply to your business, check the |
| appropriate box in Part I (you must attach documentation to support your claim). If the Jury |
| Service Program applies to your business, complete Part II to certify compliance with the |
| Program. Whether you complete Part I or Part II, sign and date this form. |

## Part I: Jury Service Program Is Not Applicable to My Business

$\square$ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $\$ 50,000$ or more in any 12 -month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $\$ 50,000$ ). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of $\$ 50,000$ in any 12 -month period.
$\square$ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $\$ 500,000$ or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $\$ 500,000$.
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
$\square$ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

## Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

| Print Name: | Title: |
| :--- | :--- |
| Signature: | Date: |

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

 the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.5 CALENDAR YEARS PRIOR TO CURRENT YEAR

|  | 201 | 201_ | 201_ | 201 | 201_ | Total | Current Year to Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1. Number of contracts. |  |  |  |  |  |  |  |
| 2. Total dollar amount of Contracts (in thousands of dollars). |  |  |  |  |  |  |  |
| 3. Number of fatalities. |  |  |  |  |  |  |  |
| 4. Number of lost workday cases. |  |  |  |  |  |  |  |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. |  |  |  |  |  |  |  |
| 6. Number of lost workdays. |  |  |  |  |  |  |  |

[^1]
## CONFLICT OF INTEREST CERTIFICATION

I,
$\square$ sole owner
$\square$ general partner
$\square$ managing member
$\square$ President, Secretary, or other proper title)
of

## Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A , and who:
(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
(b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection $A$, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.
$\qquad$
$\qquad$

## PROPOSER'S REFERENCE LIST

## PROPOSER NAME:

$\qquad$

## PROPOSED CONTRACT FOR:

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

## A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| DEPT/DISTRICT: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| DEPT/DISTRICT: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| DEPT/DISTRICT: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| DEPT/DISTRICT: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| AGENCY/ FIRM: |  |
| ADDRESS: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| AGENCY/FIRM: |  |
| ADDRESS: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| AGENCY/FIRM: |  |
| ADDRESS: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | SERVICE DATES: |
| :--- | :--- |
| AGENCY/ FIRM: |  |
| ADDRESS: |  |
| CONTACT: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| Proposer's Name |  |  |  |
| :---: | :---: | :---: | :---: |
| Address |  |  |  |
| Internal Revenue Service Employer Identification Number |  |  |  |
| In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California. |  |  |  |
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. |  | YES <br> NO |
| 2. | The proposer periodically conducts a self-analysis or utilization analysis of its work force. |  | YES <br> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. |  | YES <br> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | $\square$ $\square$ | YES <br> NO |


|  |  |
| :--- | :--- |
| Proposer |  |
| Authorized representative |  |
|  | Date |
| Signature |  |

## LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

| Name Under Which <br> Subcontractor Is Licensed | License <br> Number | Address | Specific Description of <br> Subcontract Service |  |
| :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

2 of 2
FORM PW-8
Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

|  | Subcontractor Name | Local SBE | SBE | Minority | WomenOwned | Disadvantaged Business | Disabled Veteran |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  | ! | A |  |
| 4 |  |  |  |  |  |  |  |
| 5 |  |  |  | 1 |  | 1 |  |
| 6 |  | 11 |  | , |  |  |  |
| 7 |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |

[^2]> County of Los Angeles
> Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
I. INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

## Request for Local Small Business Enterprise (LSBE) Program Preference

Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
$\square$ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
$\square$ Certified as a LSBE by the DCBA.

## Request for Social Enterprise (SE) Program Preference

$\square$ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
$\square$ Certified as a SE business by the DCBA.

## Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

$\square$ Certified by the State of California, or
$\square$ Certified by U.S. Department of Veterans Affairs as a DVBE; or
$\square$ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
$\square$ Certified as a DVBE by the DCBA.
*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15\%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

DCBA certification is attached.

| Name of Firm | County Webven No. |  |
| :--- | :--- | :--- |
| Print Name: | Title: |  |
| Signature: | Date: |  |
| Reviewer's Signature | Approved | Disapproved |
|  |  | Date |
|  |  |  |

## All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

## FIRM NAME:

My County (WebVen) Vendor Number:
II. FIRMIORGANIZATION 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.

| $\square$ Sole Proprietorship $\square_{\text {Partnership }}$ |  |  | $\square$ Corporation $\square$ Nonprofit $\square$ Franchise |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Other (Please Specify): |  |  |  |  |  |  |
| Total Number of Employees (including owners): |  |  |  |  |  |  |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: |  |  |  |  |  |  |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners |  | Managers |  | Staff |  |
|  | Male | Female | Male | Female | Male | Female |
| Black/African American |  |  |  |  |  |  |
| Hispanic/Latino |  |  |  |  |  |  |
| Asian or Pacific Islander |  |  |  |  |  |  |
| American Indian |  |  |  |  |  |  |
| Filipino |  |  |  |  |  |  |
| White |  |  |  |  |  |  |

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

|  | Black/African <br> American | Hispanic/ Latino | Asian or Pacific <br> Islander | American Indian | Filipino | White |
| :--- | :---: | ---: | ---: | ---: | ---: | ---: |
| Men | $\%$ | $\%$ | $\%$ | $\%$ |  | $\%$ |
| Women | $\%$ | $\%$ | $\%$ | $\%$ |  | $\%$ |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

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

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


LOCAL SBE-FIRM-ORGANIZATION FORM.DOC Rev. 10/18/16 PW Rev. 10/18/16

## GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.
A. Proposer has a proven record of hiring GAIN/GROW participants.
$\qquad$ YES (subject to verification by County) $\qquad$ NO
B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
$\qquad$ YES $\qquad$ No
C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
$\qquad$ YES $\qquad$ NO $\qquad$ N/A (Program not available)

| Signature | Title |
| :--- | :--- |
| Firm Name | Date |

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

| Proposer Name: | Date of Request: |
| :--- | :--- |
| Project Title: | Project No. |

A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)Application of Minimum Requirements
$\square$ Application of Evaluation CriteriaApplication of Business Requirements
$\square$ Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within ten business days of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. (Attach additional pages and supporting documentation as necessary.)

Request submitted by:

## (Name)

(Title)
For County use only

| Date Transmittal Received by County:___ Date Solicitation Released:___ |
| :--- |
| Reviewed by: |
| Results of Review - Comments: |

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above 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 as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[^3]Name and Title (please type or print)

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: $\qquad$
$\square \quad$ Proposer has not had any contracts terminated in the past three years.
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

| SERVICE: | TERMINATING DATE: |
| :--- | :--- |
| NAME OF TERMINATING FIRM |  |
| ADDRESS OF FIRM |  |
| CONTACT PERSON: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | TERMINATING DATE: |
| :--- | :--- |
| NAME OF TERMINATING FIRM |  |
| ADDRESS OF FIRM |  |
| CONTACT PERSON: |  |
| TELEPHONE: |  |
| FAX: |  |
| E-MAIL: |  |


| SERVICE: | TERMINATING DATE: | SERVICE: | TERMINATING DATE: |
| :---: | :---: | :---: | :---: |
| NAME OF TERMINATING FIRM |  | NAME OF TERMINATING FIRM |  |
| ADDRESS OF FIRM |  | ADDRESS OF FIRM |  |
| CONTACT PERSON: |  | CONTACT PERSON: |  |
| TELEPHONE: |  | TELEPHONE: |  |
| FAX: |  | FAX: |  |
| E-MAIL: |  | E-MAIL: |  |

SIGNATURE
DATE: $\qquad$

## PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: $\qquad$
$\square \quad$ Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.
A. $\square$
Pending Litigation
Threatened Litigation
$\square$ Judgment (check one)

1. Against $\square$ Proposer; $\square$ Principal; $\square$ Both (check as appropriate)
2. Name of Litigation/Judgment: $\qquad$
3. Case Number: $\qquad$
4. Court of Jurisdiction:
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
B.Pending LitigationThreatened Litigation
$\square$ Judgment (check one)
6. Against $\square$ Proposer; $\square$ Principal; $\square$ Both (check as appropriate)
7. Name of Litigation/Judgment: $\qquad$
8. Case Number: $\qquad$
9. Court of Jurisdiction: $\qquad$
10. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
$\qquad$ Date: $\qquad$

# AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048) <br> PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION 

Proposer's Name

Address

If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
$\qquad$
$\qquad$

## CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:
$\square$ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

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

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.
-OR-
$\square \quad I$ am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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

| Print Name: | Title: |
| :--- | :--- |
| Signature: | Date: |

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

| Company Name: |  |  |
| :--- | :--- | :--- |
| Company Address: | State: | Zip Code: |
| City: | Email Address: |  |
| Telephone Number: |  | Services |
| Solicitation/Contract for |  |  |

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| Print Name: | Title |
| :--- | :--- |
| Signature: | Date: |

# AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048) PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP 

## PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form and/or your Proposal may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

Subcontracting is not allowed for this service. If a proposer makes reference to using a subcontractor or if a proposer includes a list of subcontractors to perform the contracted work, the proposal will be immediately disqualified as non-responsive.

1. Proposer must have a minimum of 1 year of experience providing trash disposal services to public entities within public right of way, public parking areas, or public properties such as flood control facilities, parks, schools, libraries, sidewalks, alleyways, airports, bus stops, train stations, etc.
$\square$ Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).
$\square$ No. Proposer does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

| Proposer's Name | Dates of <br> Experience <br> (Mth/Yrs to <br> Mth/Yrs) | Description of Services/Experience | Page <br> Number* |
| :--- | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[^4]
## AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048) PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

2. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers who do not possess the permit at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers for permit fees.
$\square \quad$ Yes. Proposer has submitted a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Please complete the chart below.

| Permit No. | Name of the Permit Holder | Valid Dates | Page <br> Number* |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |

*List the page number in the proposal containing a copy of the proposer's valid and active Waste Collector Permit. (Please attach additional pages if needed.)
$\square$ Proposer does not currently have valid and active Waste Collector Permit; however, Proposer has submitted a copy of the DPH's receipt and invoice to proposer for permit fees.

DPH Invoice No. and Date: $\qquad$
$\square$ No. Proposer does not have the permit as stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name:

Authorized representative Name:

|  |  |
| :--- | :--- |
| Signature: | Date: |

FORM PW-19


STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
PROPOSER'S NAME:
ADDRESS:
TELEPHONE:
TYPE OF EQUIPMENT

# COUNTY OF LOS ANGELES 

## Policy on Doing Business

With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

## The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.


## The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.


## WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate, and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

## Listing of Contractors Debarred in Los Angeles County

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:
http://doingbusiness.lacounty.gov/DebarmentList.htm

## County of Los Angeles Lobbyist Ordinance <br>  <br> ITS THELAW <br> It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

## 

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends $\$ 5,000$ or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

## 

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to serious penalties including fines up to $\$ 2,000$ and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

## 

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

## Executive Office of the Board of Supervisors

County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012
(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the internet.

## http://bos.co.la.ca.us/

Thank you for your cooperation and attention.

## Part II <br> Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND
[NAME OF CONTRACTOR]
FOR
AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-ANO48)

## TABLE OF CONTENTS

## AGREEMENT FOR <br> AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EASTMEST/SOUTH AREA (2017-AN048)

PAGE
SAMPLE AGREEMENT ..... 1-4
EXHIBIT A Scope of Work ..... A.1-22
EXHIBIT A. 1 Schedule of Prices ..... 1
EXHIBIT B Service Contract General Requirements
Section 1 Interpretation of Contract
A. Ambiguities or Discrepancies ..... B. 1
B. Definitions ..... B. 1
C. Headings ..... B. 3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration
A. Amendments ..... B. 4
B. Assignment and Delegation ..... B. 4
C. Authorization Warranty ..... B. 5
D. Budget Reduction ..... B. 5
E. Complaints ..... B. 6
F. Compliance with Applicable Laws ..... B. 6
G. Compliance with Civil Rights Laws ..... B. 7
H. Confidentiality ..... B. 7
I. Conflict of Interest ..... B. 8
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List ..... B. 8
K. Consideration of Hiring GAIN and GROW Participants ..... B. 9
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement ..... B. 9
M. Contractor's Charitable Activities Compliance ..... B. 9
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program ..... B. 9
O. County's Quality Assurance Plan ..... B. 10
P. Damage to County Facilities, Buildings, or Grounds ..... B. 10
Q. Employment Eligibility Verification ..... B. 10
R. Facsimile Representations ..... B. 11
S. Fair Labor Standards ..... B. 11
T. Force Majeure ..... B. 11
U. Governing Laws, Jurisdiction, and Venue ..... B. 12
V. Most Favored Public Entity ..... B. 12
W. Nondiscrimination and Affirmative Action ..... B. 12
X. Nonexclusivity. ..... B. 14
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract ..... B. 14
Z. Notice of Delays ..... B. 14
AA. Notice of Disputes ..... B. 14
BB. Notice to Employees Regarding the Federal Earned Income Credit. ..... B. 14
CC. Notices ..... B. 14
DD. Publicity. ..... B. 15
EE. Public Records Act. ..... B. 15
FF. Record Retention and Inspection/Audit Settlement. ..... B. 16
GG. Recycled-Content Paper Products ..... B. 17
HH. Contractor's Employee Criminal Background Investigation ..... B. 17
II. Subcontracting ..... B. 18
JJ. Validity ..... B. 19
KK. Waiver ..... B. 19
LL. Warranty Against Contingent Fees ..... B. 19
MM. Time Off for Voting ..... B. 19
NN. Local Small Business Enterprise Utilization ..... B. 19
OO. Compliance with County's Zero Tolerance Human Trafficking ..... B. 20
Section 3 Terminations/Suspensions
A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program ..... B. 21
B. Termination/Suspension for Convenience ..... B. 21
C. Termination/Suspension for Default ..... B. 22
D. Termination/Suspension for Improper Consideration ..... B. 23
E. Termination/Suspension for Insolvency ..... B. 23
F. Termination/Suspension to Nonadherence to County Lobbyists ..... B. 24 Ordinance
G. Termination/Suspension for Nonappropriation of Funds ..... B. 24
Section 4 General Conditions of Contract Work
A. Authority of Public Works and Inspection ..... B. 25
B. Cooperation ..... B. 25
C. Cooperation and Collateral Work ..... B. 25
D. Equipment, Labor, Supervision, and Materials ..... B. 25
E. Gratuitous Work ..... B. 25
F. Jobsite Safety ..... B. 25
G. Labor ..... B. 26
H. Labor Law Compliance ..... B. 26
I. Overtime ..... B. 26
J. Permits/Licenses ..... B. 26
K. Prohibition Against Use of Child Labor ..... B. 26
L. Public Convenience ..... B. 27
M. Public Safety ..... B. 27
N. Quality of Work ..... B. 27
O. Quantities of Work ..... B. 27
P. Safety Requirements ..... B. 27
Q. Storage of Materials and Equipment ..... B. 27
R. Transportation ..... B. 28
S. Work Area Controls ..... B. 28
T. County Contract Database/CARD ..... B. 28
Section 5 Indemnification and Insurance Requirements
A. Independent Contractor Status ..... B. 29
B. Indemnification ..... B. 29
C. Workplace Safety Indemnification ..... B. 29
D. General Insurance Requirements ..... B. 30
E. Compensation for County Costs ..... B. 34
F. Insurance Coverage Requirements ..... B. 34
Section 6 Contractor Responsibility and Debarment
A. Responsible Contractor ..... B. 35
B. Chapter 2.202 of the County Code ..... B. 35
C. Nonresponsible Contractor ..... B. 35
D. Contractor Hearing Board ..... B. 35
E. Subcontractors of Contractor ..... B. 36
Section 7 Compliance with County's Jury Service Program
A. Jury Service Program ..... B. 37
B. Written Employee Jury Service Policy ..... B. 37
Section 8 Safely Surrendered Baby Law Program
A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law ..... B. 39
B. Notice to Employees Regarding the Safely Surrendered Baby Law ..... B. 39
Section 9 Social Enterprise Preference Program ..... B. 40
Section 10 Local Small Business Enterprise Preference Program ..... B. 41
Section 11 Disabled Veteran Business Enterprise Preference Program ..... B. 42
Section 12 Compliance with County's Defaulted Property Tax Reduction Program ..... B. 43
EXHIBIT C Internal Revenue Service Notice 1015
EXHIBIT D Safely Surrendered Baby Law Posters
EXHIBIT E Defaulted Property Tax Reduction Program
EXHIBIT F Performance Requirements Summary
EXHIBIT G. 1 Maps of Channels - East Area
EXHIBIT G. 2 Maps of Channels - West Area
EXHIBIT G. 3 Maps of Channels - South Area
EXHIBIT H Channel Right of Way
EXHIBIT I Trash Removal Services Channel Reports

[^5]
## SAMPLE AGREEMENT FOR

AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST/WEST/SOUTH AREA (2017-AN048)

THIS AGREEMENT, made and entered into this $\qquad$ day of $\qquad$ , 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

## WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on $\qquad$ 2017, hereby agrees to provide services as described in this Contract for As-Needed Trash Removal Services from Flood Control Channels for East/West/South Area (2017-AN048).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirement Summary; Exhibit G.1, Maps of Channels - East Area/Exhibit G.2, Maps of Channels - West Area/Exhibit G.3, Maps of Channels - South Area; Exhibit H, Channel Right of Way; Exhibit I, Trash-Free Channel Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$ $\qquad$ per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on $\qquad$ or Board's approval and execution between both parties, whichever occurs last. The subsequent option year will start on April 1, 2019, if exercised. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extensions, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a
written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: In addition to the compensation described in the Third paragraph, Public Works will reimburse the CONTRACTOR for dump fees incurred during the Contract term. The CONTRACTOR shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Contract Manager. The CONTRACTOR shall be reimbursed by Public Works for all dump fees based upon the receipts submitted.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

> County of Los Angeles Department of Public Works
> Attention Fiscal Division, Accounts Payable
> P.O. Box 7508

> Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in 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 the renewal date, which shall be the effective date for any Cost-of-Living Adjustments (COLAs). However, any increase shall 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 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLAs will be granted. Upon approval of COLAs, a notification will be sent to the Contractor.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through I, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By $\qquad$ Director of Public Works

## APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By $\qquad$ Deputy
[NAME OF CONTRACTOR]

By $\qquad$
Its President

Type or Print Name

By $\qquad$

Type or Print Name

## SCOPE OF WORK

## AS-NEEDED TRASH REMOVAL SERVICES FROM FLOOD CONTROL CHANNELS FOR EAST, WEST AND SOUTH AREA

## A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Wicky Yueng of our Stormwater Maintenance Division who may be contacted at (626) 458-4152 or wyueng@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to $5: 30$ p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and the PWRs are the only persons authorized by Public Works to request work of the Contractor. Public Works may change CMs and/or PWRs at any time. The Contractor will be notified in writing when there is a change in CM or PWRs.

## B. Work Location

The East, West and South Area Flood Control Channel Facilities (Facilities) included in this Contract, the terms right and left bank on channels are based on the observer looking downstream. Please note that included in Exhibits G. 1 (maps of channels in the East Area); Exhibits G. 2 (maps of channels in the West Area); Exhibits G. 3 (maps of channels in the South Area); and H (diagram of channel) are the plan sheets showing the location of the Facilities are described below and depicted in Exhibit G. 1 - G. 3 (channel maps) and the limits included in this Contract. These plans shall be used only to locate the site and do not contain sufficient information to represent the actual site conditions.

## SERVICE LOCATION: East Area (Exhibit G.1)

The Flood Control Facilities in the East Area are as follows:
A. High Trash Flood Control Facilities in the East Area

1. Alhambra Wash Channel: The limits shall be from Valley Boulevard (Thomas Guide (TG) 596 D7) STA. 171+30 downstream to Rio Hondo Channel confluence (TG 636 H4) STA. $18+76.41$
2. Arcadia Wash - Main Branch: The limits shall be from Huntington Drive upstream (TG 567 B6); STA.164+75 to Rio Hondo Channel confluence downstream (TG 597 D5); STA. 17+44.
3. Arroyo Seco Channel: The limits shall be from the north end of the Brookside Golf Course (TG 535 E7) approximately 500 feet south of 210 Freeway bridge to 400 feet south of Holly Street bridge (TG 565 F4); south of Colorado Boulevard bridge (TG 565 F5) to the confluence with the Los Angeles River (TG 594 J7)
4. Baker Wash: The limits shall be from west of Glenview Avenue (TG 638 A3) downstream to Azusa Avenue (TG 639 A3).
5. $\quad \mathrm{Bl} 30$ : The limits shall be from Duarte Road (TG 568 A6) downstream to Tifal Avenue (TG 597 J 1 ).
6. Bl 528 Basset Channel (AKA Avocado Creek): Workman Mill Road west of Connector Road (TG 637 J4) to the San Gabriel River (TG 637 F4).
7. Big Dalton Wash: The limits shall be from the Big Dalton Debris Basin (TG 569 H 2 ) north of Sierra Madre Avenue STA. $568+86$ to Walnut Creek confluence downstream (TG 638 B1) STA. $7+00$.
8. Charter Oak Wash: The limits shall be from Ruddock Street (TG 599 D5) downstream to Walnut Creek confluence (TG 599 B7).
9. Doublegrove Channel:
a. West Segment: The limits shall be from Doublegrove Avenue (TG 638 H 3 ) downstream to Valinda Avenue (TG 638 G 4 ).
b. East Segment: The limits shall be from Pass and Covina Road (TG 638 H 3 ) downstream to Valinda Avenue (TG 638 G 4 ).
10. Eaton Wash: The limits shall be from Eaton Dam (TG 566 F2) STA.407+63 to Rio Hondo Channel confluence downstream (TG 637 A1) STA. $9+94$.
11. Little Dalton Wash: The limits shall be from Little Dalton Spreading Grounds (TG 569 G3) east of Loraine Avenue STA.343+04 to Big Dalton Wash confluence downstream (TG 569 H 3 ) west of Vincent Avenue STA.24+49.
12. Live Oak Wash: The limits shall be from Live Oak Debris Retaining Inlet (TG 571 A5) downstream to Puddingstone Avenue (TG 570 J7).
13. Marshall Canyon Channel and West Fork:
a. West Fork: The limits shall be from Via De Mansion (TG 570 F6) downstream to the confluence with Marshall Creek (TG 570 F7).
b. Main Channel: The limits shall be from Orangewood Avenue downstream (TG 570 F7) downstream to Puddingstone Drive (TG 600 E 4 ).
14. Puente Creek: The limits shall be from 3800 feet east of Valinda Avenue at confluence (TG 638 G 6 ) to San Jose Creek confluence downstream (TG 638 A7) STA.5+56.
15. Rio Hondo: 500 feet north of Santa Anita Avenue (TG 567 D4) to Rosemead Boulevard (TG 597 G4).
16. Rubio Wash/Diversion: The limits shall be from the Spillway of Rubio Debris Basin (TG 536 B4) to Altadena Golf Course Debris Retaining Inlet (TG 536 C6); portions of open channel east and west of Meredith Avenue north of Del Mar Boulevard and south of Keystone Street (TG 566 C4); and from 200 feet east of Winston Avenue on Robles Avenue (TG 566 E7) to Rio Hondo Channel confluence downstream (TG 636 J 1 ).
17. Santa Anita Wash: The limits shall be from the Santa Anita Debris Basin upstream of Elkins Avenue (TG 567 E1) STA.289+36 to Rio Hondo Spreading Basin South of Live Oak Avenue (TG 597 F3) STA. 32+18.
18. Sawpit Wash Channel: The limits shall be from the crest of the spillway (TG 567 H1) (Channel Station 1133+66.99) at Sawpit Debris Basin to the beginning of Peck Pit (TG 597 G3) STA. $872+35.00$
19. Stimson Channel: The limits shall be from upstream of Fieldgate Avenue (TG 678 D4) downstream to Stimson Avenue (TG 678 C3).
20. Walnut Creek Channel (Eastern Portion and Western Portion): The limits shall be from STA.484+60.09 (TG 599 F6) upstream of Covina Hills Road to Baldwin Park Boulevard STA.73+00.00 (TG 637 J 2 ).
21. Waringwood Channel: The limits shall be from Northam Street (TG 678 D1) downstream to Valley Boulevard (TG 678 D1).
22. San Dimas Wash: The limits shall be from approximately 800 feet north of Foothill Boulevard (TG 570 D6) STA.390+00 downstream to the Big Dalton Wash confluence (TG 598 H3) STA.11+10.
23. Hacienda Channel Drainage System (consisting of $\mathrm{BI} 625, \mathrm{Bl} 704$, PD 089, PD 096, PD 166, PD 244, PD 252, PD264, PD 338, PD 410, AND RDD 024): Channel rights of way along the entire channel from Los Altos Drive near Montellano Avenue to La Subida and from Avalo Drive to the same point at La Subida. Then continue to Newhampton Street, east side of Robruce Drive, to approximately 200 feet south of East Newton Street, west of Lynbrook Avenue.

Then continue from approximately 400 feet south of East Newton Street, west side of South Hacienda Boulevard to the railroad tracks north of Gale Avenue (TG 678 A6 to TG 678 B5 then TG 678 B4 to TG 678 C1).
24. Pepperbrook Channel Drainage System (consisting of PD 729, PD 507, and MTD 008): Channel rights of way along the entire channel from Colima Road east of Manor Gate Drive to the Pomona Freeway, west of Ridge Park. Then continue from the south side of Gale Avenue, east of John Reed Court to approximately 1600 feet. Then continue from the north side of Gale Avenue to the railroad tracks (TG 678 F4 to TG 678 F2).
B. Low Trash Flood Control Facilities in the East Area:
25. Arcadia Wash - East Branch: The limits shall be from Orange Grove Avenue (TG 567 C3) west of Rodeo Road STA.107+34 to Arcadia Wash Main Branch confluence downstream (TG 567 C6) STA.46+1.
26. Arcadia Wash - Lima Branch: The limits shall be from Orange Grove Avenue (TG 566 A1) east of Lima Street STA. $283+36$ to downstream STA. 164+75 south of Campus Drive (TG 567 C6).
27. Bl 25: The limits shall be from Duarte Road (TG 567 G 6 ) downstream to Peck Road (TG 567 G7).

## SERVICE LOCATION: West Area (Exhibit G.2)

The Flood Control Facilities in the West Area are as follows:
A. High Trash Flood Control Facilities in the West Area:

1. Browns Creek: The limits shall be from upstream of Rinaldi Street (TG 500 B 2 ) to the Los Angeles River confluence (TG 530 C 6 ).
2. Upper Los Angeles River (including Bell Creek, Bell Creek - South Fork, Bell Creek - South Branch): The limits shall be from Bell Debris Retaining Inlet Spillway near Calvert Street and Hayes Street (TG 557 B6) to Sepulveda Basin at the UPRR tracks (TG 531 C7).
3. East Canyon Channel: The limits shall be from Astoria Street (TG 481 J5) STA.148+27 to 255 feet downstream Sayre Street (TG 481 J6) STA.132+64; from 220 feet downstream San Fernando Road (TG 501 J 1 ) STA. $123+35$ to Maclay Street (TG 501 J 1 ) STA.56+00; and from 509 feet, upstream Fox Street STA.39+05 to Pacoima Wash (TG 502 A3) STA.4+07.
-A.4- A/N Trash Removal - East/ West/South
(2017-AN048)
4. Pacoima Wash - LADPW: The limits shall be from Plummer Street (TG 501 J6) STA. $65+82$ to Parthenia Street (TG 531 H1) STA. $9+98$ and from Raymer Street (TG 531 J 3 ) STA. $81+96$ to Van Nuys Boulevard (TG 532 A3) STA. $42+24$.
5. Lower Los Angeles River: The limits shall be from Sepulveda Boulevard (TG 561 H 3 ) downstream to 1,200 feet downstream of Lankershim Boulevard (TG 563 B5).
6. Tujunga Wash: The limits shall be from Glenoaks Boulevard (TG 502 G4) to Los Angeles River confluence (TG 563 A5).
7. Newhall Creek: The limits shall be from 200 feet south of 16 th Street (TG 4550 H7) to San Fernando Road (TG 4640 J1).
8. Whites Canyon Channel: The limits shall be from Goodvale Road (TG 4551 G1) to Canyon View Drive (TG 4551 - F1).
9. Haines Canyon Channel: The limits shall be from Plainview Avenue (TG 503 J 4 ) to Tujunga Wash (Unimproved Section) (TG 503 F2).
10. Pacoima Diversion Channel: The limits shall be from Pacoima Wash (TG 502 A3) to Tujunga Wash (TG 532 D1).
11. BI 0085 Channel: The limits shall be from Pacoima Wash (TG 531 J3 to Van Nuys Blvd (TG 532 A3).
12. BI 0085 Channel: The limits shall be from Stroud Street (TG 532 B3) to Tujunga Wash (TG 532 C 4 ).
13. BI 0088 Channel: The limits shall be from Burnet Avenue (TG 531 H3) to Pacoima Wash (TG 531 H1) along Parthenia Street.
14. Mint Canyon Channel: The limits shall be from Sierra Highway (TG 4552 A1) to Santa Clara River confluence (TG 4551 J 3 ).
15. Violin Channel: The limits shall be from the 5 Freeway to Castaic Creek (TG 4359 J7).
16. Poretta Channel (PD 313 and PD 226): The limits shall be from Vicci Street (TG 4551 G2) to Santa Clara River confluence (TG 4551 E2).
B. Low Trash Flood Control Facilities in the West Area:
17. Aliso Creek Channel: The limits shall be from Aliso Debris Basin Spillway (TG 501 A1) to the Los Angeles River confluence (TG 530 H6), including Wilbur Debris Retaining Inlet. Wilbur Debris Retaining Inlet requires hand-clearing of litter due to U.S. Army Corps of Engineers and Regional Water Quality Control Board permits.
18. Lower Verdugo Wash: The limits shall be from Verdugo Debris Basin (TG 534 G4) to Los Angeles River (channel invert only) (TG 564 B4).
19. Bull Creek: The limits shall be from Rinaldi Street (TG 501 E 1 ) to Victory Boulevard (TG 531 D7).
20. Santa Susana Creek: The limits shall be from Tulsa Street (TG 499 J 3 ) to Brown's Creek (TG 530 B2).
21. Limekiln Creek: The limits shall be from Corbin Street (TG 500 E7) to Aliso Creek (TG 500 H7).

## SERVICE LOCATION: South Area (Exhibit G.3)

The Flood Control Facilities in the South Area are as follows:
A. High Trash Flood Control Facilities in the South Area:

1. Compton Creek: The limits shall be from Main Street (TG 704 C5) downstream to 121st Street (TG page 704 F7) then from Artesia Boulevard (TG 735 A7) downstream to Los Angeles River (TG 765 C 4 ).
2. Project 21 System (including Line C): The limits shall be from Norwalk Boulevard (TG $766 \mathrm{J5}$ ) downstream to the confluence with the west branch then from Centralia Street (TG 766 G5) downstream to the confluence with Coyote Creek (TG 796 J1).
3. Project 130 System: The limits shall be from United Pacific Railroad tracks east of Walnut Avenue (TG 765 F3) downstream to Atlantic Avenue (TG 765 E3) then continue from Linden Avenue (TG 765 E3) downstream to Dominguez Gap Spreading Grounds (TG 765 E3), including the outlet junction structure west of Pacific Avenue (TG 765 C5).
4. Dominguez Channel: The limits shall be from 116 th Street (TG 703 E7) downstream to Vermont Avenue (TG page 764 A1).
5. Dominguez Channel (Tidal Zone): The limit shall be from Vermont Avenue (TG 764 A1) downstream to Henry Ford Boulevard (TG 794 H7).
6. Ballona Creek: The limits shall be from South Cochran Avenue (TG 633 C5) downstream to Washington Boulevard. (TG 632 J 7 ) then continue from La Salle Avenue (TG 672 H 2 ) downstream to Inglewood Boulevard (TG 672 E6).
7. Ballona Creek (Tidal Zone): The limits shall be from Inglewood Boulevard (TG 672 E6) downstream to Pacific Avenue (TG 702 A 2 ).
8. Centinela Creek Channel: The limits shall be from La Tijera Boulevard (TG 702 J 1 ) downstream to Ballona Creek Channel (Tidal Zone) (TG 672 D7).
9. PD 669: The limits shall be from Central Avenue (TG 764 G3) downstream to Dominguez Channel (TG 764 G7).
10. Project 1232: The limits shall be from Main Street (TG 764 C4) downstream to Dominguez Channel (TG 764 G7).
11. Sepulveda Channel: The limits shall be from Queensland Street (TG 672 D1) downstream to Venice Boulevard (TG 672 D4), then continue to Washington Place (TG 672 D4) downstream to Ballona Creek Channel (TG 672 F5).
12. Wilmington Drain - East Channel: The limits shall be from Sepulveda Boulevard (TG 794 C2) downstream to Harbor 110 Freeway (TG 794 B4).
13. Wilmington Drain - West Channel: The limits shall be from Sepulveda Boulevard (TG 794 B2) downstream to Harbor 110 Freeway (TG 794 B4).
14. San Gabriel River: The limits shall be from San Gabriel River Parkway to Marina Drive (TG 676 J2 to TG 826 D3).
15. Coyote Creek and Coyote Creek North Fork - The limits shall be from Leffingwell Road adjacent to the Golf Course property line to confluence with the San Gabriel River Channel (TG 707 D7 to TG 796 G4):
a. From 183rd Street to the Artesia Freeway on the west side of the channels maintenance access road to the fence line.
b. From north side of Leffingwell Road to approximately 1,700 feet south of Artesia Boulevard at the confluence this is the Coyote Creek North Fork section.
c. From the east side of Valley View Avenue south of Artesia Boulevard, the Contractor is not to include this section of the Coyote Creek Channel. This section of open concrete-lined channel is maintained by the County of Orange.
d. From Leffingwell Road to confluence with San Gabriel River Channel.
e. From 226th Street south of the pumping plant facility to Wardlow Road on the west side of the channel, the Contractor shall clear and remove trash, and debris from the properties in excess of 50 feet fence-to-fence.
f. From South Street to Carmenita Road.
16. Rio Hondo Channel (inside slopes and invert only) - The limits shall be from Mines Avenue (TG 636 E4) to confluence with Los Angeles River (TG 705 F 6 ).
17. Los Angeles River (inside slopes and invert only) - The limits shall be from Tweedy Avenue (TG 705 F5) to Willow Avenue (TG 795 C 2 )
B. Low Trash Flood Control Facilities in the South Area:
18. Project 9 - Line $A$ : The limit shall be from east side of Clark Avenue north of Ashworth Street (TG 766 B1) downstream to Spring Street (TG 796 B2).
19. Project 9 - Unit 2, Line $E$ : The limits shall be from Candlewood Street (TG 766 D3) downstream to Woodruff Avenue/Los Cerritos Channel (TG 796 D2).
20. Project 9 - Unit 3, Line $C$ : The limits shall be from Lakewood Boulevard (TG 766 A7) downstream to Clark Avenue (TG 766 B7).
21. Project 9 - Unit 3, Line D : The limits shall be from the west side Lakewood Boulevard approximately 700 feet along the north side of Spring Street (TG 796 A1) then continue easterly direction along Spring Street from the east side of Lakewood Boulevard downstream to Woodruff Avenue/Los Cerritos Channel (TG 796 D2).
22. Project 9 - Unit 1, Line F: The limits shall be from Clark Street (TG 796 B5) downstream to Bellflower Boulevard (TG 796 C5).
23. Los Cerritos Channel: The limits shall be from Woodruff Avenue south of Spring Street (TG 796 D2) downstream to Atherton Street (TG 796 E5).
24. Los Cerritos Channel (Tidal Zone): The limits shall be from Atherton Street (TG 796 E5) downstream to approximately 2000 feet southwest of Loynes Drive (TG 826 E1).
25. Santa Monica Canyon Channel: The limits shall be from West Sunset Boulevard at River Ranch Road (TG 631 E3) downstream to approximately 1350 feet southwest from Allenford Avenue (TG 631 D4).

## C. Request Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

## D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

## E. Work Description

Contractor shall perform the services outlined below in accordance with the specifications and frequencies identified for each location in their Schedule of Prices as follows: Form PW-2.1 for East Area; Form PW-2.2 for West Area; and Form PW-2.3 for South Area. The term Form PW-2 herein refers to the Schedule of Prices applicable to each Contract.

## 1. General Statement

With the exception for the initial Contract term, for future option years, if any, the work to be performed under this Contract is for a seasonal 9 months trash removals for various Facilities effective April 1 through December 31 of each Contract period. The as-needed service is for work performed between the months of January 1 through March 31 of each Contract period. The as-needed service will be strictly for work orders outside of the 9 months regular performance schedule. The initial Contract term shall be performed commencing upon full execution of this Contract through March 31. The Contractor shall perform the work for the first 9 months of the initial Contract term or through March 31, whichever occurs first. The work shall consist of all seasonal work required in this Exhibit A, Scope of Work, with the exception of the As-Needed Services; and the Contractor will be paid according to the unit rates listed on Form PW-2, Schedule of Prices, Monthly Cleaning Service.

The work shall be performed in accordance with the Contract terms at the Facilities. The Contractor shall perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, tools, supplies, equipment, transportation, and other incidentals necessary to perform the work.

The Contractor shall conduct weekly patrols at each high trash channel facility and conduct patrols every other week at each low trash channel facility and remove all trash discovered within 48 hours.

The term "trash" shall be synonymous and interchangeable with "debris" and shall include, but not be limited to, the following description:
a. All paper, styrofoam, shopping carts, tires, furniture, waste, bottles, cans, concrete pieces, wood scraps, construction debris, and other solid man-made material
b. All tree cuttings, trimmings, and fallen trees and branches
c. All dead foliage, dead shrubs, dead vines, dead trees, fallen leaves, and other organic material

## 2. Equipment

Minimum requirements for equipment must include two debris hauling vehicles and three utility vehicles for transporting crews. Both must be capable of accessing and navigating the channel right of ways. Equipment must also include hand tools and/or mechanical means for picking up and removing debris from the work locations.

Contractor shall also designate a minimum of two truck drivers with the appropriate valid and active licenses to transport all debris derived from the daily operation to a licensed local landfill approved by Public Works.
3. Availability

The Contractor shall be available between the hours of 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays to receive instructions, information, complaints, and other communication from Public Works. Additionally, Contractor must provide emergency contact information as required in this Exhibit's subsection E.4.i, below.
4. Trash Removal Service
a. The Contractor's on-site supervisor shall ensure that work is done in compliance with the National Pollutant Discharge Elimination System Permit. The permit conditions will be provided to the Contractor at the start of the service.
b. The Contractor shall create a $\log$ of all trash removal requests by the CM. These requests are in addition to weekly patrols.
c. The Contractor shall follow its work plan throughout the entire Contract unless otherwise approved in writing by the CM.

The Contractor shall:
i. Respond to the responsible respective Area's PWR's priority assignments within 24 hours ( 7 days per week).
ii. Patrol the Facilities as necessary to maintain trash-free channels at a minimum of once a week at each high trash channel facility and conduct patrols every other week at each low trash channel facility
iii. Remove trash from the Facilities within 48 hours upon discovery. Reports received on the last work day of the week are to be handled by the end of the second work day following the Contractor's receipt of the request from Public Works' PWR.
iv. Comply with the CM's or PWR's cleanup orders or failure to comply may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
d. The Contractor shall provide Public Works with Trash Removal Services Channel Reports (Exhibit I) documenting all work
completed in the preceding month. The monthly report shall be submitted no later than the fifth day of each month concurrently with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, work requests, requestor identification, and the amount of trash removed (tons). All debris must be documented per removal activity and reported separately by channel. Contractor must note tonnage of trash/debris and green waste removed from each channel before combining with debris from other locations in order to provide an accurate account of the debris' origin and to fulfill reporting requirement as required in this Exhibit A, Scope of Work. Contractor shall comply with Public Works approved detailed work plan outlined in its proposal to comply the requirements of this paragraph. Any deviation from the Contractor's work plan shall be preapproved by the PWR. Trash removal work requests shall originate as described in this section and all completion reports from the Contractor shall be given to the CM and PWR who may perform quality control inspections.
e. The Contractor shall dispose of all trash collected at licensed landfills pursuant to the County Code, Title 20, and all other Federal, State, and local laws and regulations. No trash or debris is to be stockpiled within Public Works' right of ways.
f. The Contractor shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the PWR. Public Works will reimburse the Contractor for the Contractor's disposal fees upon the receipt of an invoice with attached certified dump/weight tickets. Transportation costs to and from the landfill sites shall be included in the Contractor's unit costs per channel as listed in Form PW-2, Schedule of Prices. Any alternative disposal methods outside of the aforementioned procedure proposed by the Contractor must be submitted in writing and approved by the PWR. If the Contractor wants to recycle any or all of the removed debris, the Contractor shall submit in writing to the PWR the facility or location where the debris will be transported and method of accurately weighing the debris. All debris removed from the channel facilities must remain separate from any material resulting from operations outside the scope of this Contract. Public Works will only reimburse the Contractor for debris removed from channel facilities covered under this Contract.
g. Typical trash removal sites include, but are not limited to, channel bottoms, side drain outlet structures, weep holes, subdrain outlets, under bridges, concrete embankments/slopes, and access roads. At side drain outlet structures, trash removal shall be limited to what the Contractor's employees can reach with a shovel or
other hand tools. At no time shall the Contractor or its employees enter any side drain outlet structures. Trash/debris next to and/or outside of the channel entrance gates should be removed and cleared.
h. The Contractor shall not allow any debris from its operations under this Contract to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems and shall comply with the National Pollutant Discharge Elimination System Permit.
i. The Contractor is advised and understands that running water may be encountered in the channels and rivers due to low flow water and/or following possible storms. Work within the channels shall not take place on a rainy day. In addition, water may be released to the channels from various reservoirs during nonstorm periods. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present. The Contractor is solely responsible for determining whether or not the channels can be entered safely. Public Works will notify the Contractor of scheduled releases. The Contractor shall provide an emergency phone number where it can be reached 24 hours a day, 7 days a week, such that Public Works can notify the Contractor of unscheduled releases or imminent flooding.
j. Regular monthly payment for the portion of work completed will be made regardless of work canceled due to rain or high flows in the channels.
k. The Contractor is advised that due to construction or maintenance activities within the Facilities, the Contractor may be directed to temporarily or permanently avoid a portion of a particular facility. Proration of payment to the Contractor will be made by calculating the monthly cost divided by the linear feet with the number of days serviced. Public Works reserves the right to withdraw any or all of Facilities from this Contract at any time.
I. The Contractor shall be issued a key for the purpose of accessing the Facilities. Contractor shall lock all gates following entry and/or exit. The Contractor is advised that bikeways and equestrian trails exist along many of the channels. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to recreational facilities.
m . The Contractor's attention is directed to the existence of elevation offsets between channel slabs within the channels. The PWR will inform the Contractor of the locations of such hazards. The Contractor shall proceed with caution in these areas and is
responsible for repair for damages occurring to these facilities due to Contractor performance of work as described in Exhibit B, Section 2, Standard Terms and Condition Pertaining to Contract Administration, P. Damage to County Facilities, Buildings, or Grounds.
n. The Contractor is advised that discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM or PWR. The Contractor shall NOT attempt to perform any type of hazardous waste remediation, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.
o. The Contractor shall report any graffiti found within the limits of the work area to the Graffiti Hotline at (800) 675-4357.
p. The Contractor shall comply with all County ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates including, but not limited to, a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). For further information regarding this requirement you may contact DPH at (626) 4305550.
q. The Contractor shall not perform any work to the section of any channel that is referred to as unimproved or soft-bottom invert. This section of the channel is environmentally protected as a permitted area with the Agency (Public Works) and the Contractor shall not attempt to enter this section of the channel during the performance of this Contract with no exceptions. Any fine or action taking against the Contractor for noncompliance shall be the sole responsibilities of the Contractor.

## 5. As-Needed Seasonal Services

Contractor shall provide as-needed seasonal trash removal services during the months from January 1 through March 31 of each Contract period upon request of the PWR. The Contractor shall furnish all labor, supervision, equipment, and materials to accomplish as-needed trash removal services based on the standards specified under this Exhibit at the rate listed on Form PW-2, Schedule of Prices, As-Needed Services.

## F. Hours and Days of Service

Hours of services shall be primarily performed within the 8 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays, at which time the services shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the PWR.

Holidays Observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
G. Work Schedule

The Contractor shall commence work in accordance with its work plan. Any adjustments to the work plan shall be approved by the PWR 24 hours in advance of the work. The work plan shall reflect completion of all work under this Contract within the specified time and in accordance with these specifications.

The work shall be diligently prosecuted throughout the term of this Contract. If the Contractor desires to make a major change in the method of operations after commencing work or if the current work plan fails to reflect the work required of this Contract, the Contractor shall submit to the PWR a revised work plan in advance of beginning revised operations. The PWR shall review and approve or disapprove the changes. Any revisions requested by the PWR to the Contractor's work plan will be at no additional cost to Public Works.

## H. Right of Way

The Contractor shall conduct all of its activities and operations within the confines of the channel and channel rights of way. A channel right of way shall be defined as the area on both sides of the channel enclosed between the channel and the outside chain link fences including, but not limited to, all access roads (Exhibit H, diagram of channel). The Contractor shall not allow its employees to use private property for any reason without written permission from the owner.

If, for any reason, the Contractor elects to enter upon other lands, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the PWR prior to entering upon such lands.

If, as determined by the CM, the Contractor is not performing the work in a satisfactory manner or is not providing for public safety and required traffic control, the CM will notify the Contractor of such unsatisfactory conditions and will indicate when corrective work shall be completed. If the Contractor fails to comply, the County may suspend or terminate the Contract for Contractor Default pursuant to Exhibit B, Section 3.C., and elect to do the work or have the work performed by others and recover the cost thereof from monies due to the Contractor. Such action will not relieve the Contractor from liability.

## I. Suspension of Work

The work may be suspended in whole or in part when determined by the CM/PWR that the suspension is necessary in the best interest of the County. The Contractor shall comply immediately with any written order of the CM/PWR suspending work.

## J. Completion and Acceptance

The work may be inspected by the PWR for acceptance upon receipt of the Trash Removal Services Channel Reports (Exhibit I). The Contractor will receive payment for work only upon the PWR's acceptance of the completed work performed in compliance with the specifications within this Exhibit A.
K. Utilities

The County will not provide utilities.
L. Storage Facilities

The County will not provide storage facilities for the Contractor.

## M. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed.
N. Special Safety Requirements

1. All Contractors' operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration, and Public Works' safety requirements while performing work under this Contract.
2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet California Occupational Safety, Health Administration requirements are required.
3. Contractor shall inspect and identify any condition(s) that renders any portion of the work area premises unsafe. Contractor shall notify the CM immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the work area premises, including a complete written report to the CM within 5 days following the occurrence.
4. Special emphasis shall be placed on public safety during trash removal operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service.

Contractor shall do the following for safety issues:
a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the CM ; if the hazards are potentially harmful or pose imminent risk to the public, mark the area to prevent public access and contact 911 and the CM.
b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to Public Works or Contractor personnel, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to CM within two business days or first day of the next business week. The CM will provide the report form.
d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic Controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor
are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.

## O. The Contractor Representative

Before starting the work, the Contractor shall designate, in writing, a Contractor Representative who shall have complete authority to act for the Contractor. An alternate representative may be designated. Any order or communication given to this Representative shall be deemed delivered to the Contractor.

The PWR may give directions or instructions to the Contractor's superintendent or employee having charge of the specific work to which the order applies. Such order shall be complied with promptly and communicated by such employee to the Contractor or its representative.

In order to communicate with Public Works, the Contractor, Contractor's Representative, superintendent, or employee having charge of specific work, or alternate representative shall be able to speak, read, and write the English language.

## P. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the County of Los Angeles Department of Public Works Construction Site BMP's Manual. This publication is available from:

County of Los Angeles
Department of Public Works
Cashier's Office (Mezzanine)
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

The publication is also available on the County of Los Angeles Department of Public Works website:

## http://dpw.lacounty.gov/cons/specs/BMPManual.pdf

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of stormwater pollution in conjunction with all its activities and operations:
WASTE MANAGEMENT AND MATERIAL POLLUTION CONTROL
WM-5 Solid Waste Management
WM-6 Hazardous Waste Management
WM-9 Sanitary/Septic Waste Management
VEHICLE AND EQUIPMENT MANAGEMENT
NS-8 Vehicle and Equipment Cleaning
NS-9 Vehicle and Equipment Fueling
NS-10 Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Public Works will deduct from payments due the Contractor the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMP.

## Q. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within 3 days at the Contractor's expense and to the satisfaction of the PWR.

## R. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's control or use during the work. Public Works inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all Federal, State, and local laws, ordinances, and regulations, which are applicable to the work.

## S. Conduct of Personnel

The Contractor and the Contractor's employees shall conduct themselves in a manner consistent with Public Works standards while performing work under this Contract. The Contractor shall be responsible for ensuring that all personnel under its supervision conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike manner.

## T. Responsibilities of the Contractor

The Contractor shall:
i. Have a minimum of 1 year of experience providing trash disposal services to public entities within public right of way and public parking areas including, but not limited to, flood control facilities, parks, schools, libraries, sidewalks, alleyways, airports, bus stops, train stations, etc.
ii. Maintain a valid and active Waste Controller Permit issued by the DPH.
iii. Comply with all applicable Federal, State, and local laws, ordinances, and regulations when performing any work or doing any activity under this Contract.
iv. Comply with all the requirements in this Exhibit A, Scope of Work.

## U. Responsibilities of Public Works

The County will determine the need for, and provide jobsite inspection. The County may perform periodic inspections of the work location(s) as determined necessary or requested by the CM or PWR. The CM or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite. Such observation by the CM or PWR shall not relieve Contractor of meeting all Contract requirements.

## V. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for Public Works to direct the cessation of all work activities and operations at no cost to Public Works until such time as the Contractor is in compliance.

## W. Fish and Wildlife Code

In accordance with California Fish and Game Code, Section 3503, the Contractor shall not take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise permitted by law. In case of an accidental take, the Contractor shall contact the California Department of Fish and Wildlife at (562) 590-5185.

## X. Additional Work Locations

1. The PWR may authorize the Contractor to perform additional work including, but not limited to, adding service area(s) and/or work arising out of unforeseen incidents, such as, vandalism, acts of God, third-party negligence, or any other unanticipated need. If the PWR determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Additional work/location(s) may be added during the Contract period. Upon request by the PWR, the Contractor shall provide a written quotation for any additional work/location(s) based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the PWR, the additional work/location(s) may be added to the Contract.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

## Y. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
b. The parties are both experienced in the performance of the Contract work.
c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of Public Works is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
d. The parties are not under any compulsion to Contract.
e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to Public Works for the award of the Contract.
f. The liquidated sums specified represent a fair approximation of the damages incurred by Public Works resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the following sum, unless otherwise provided in this Contract or directed by CM/PWR:
a. For as-needed services, $\$ 500$ for each consecutive calendar days that the Contractor fails to complete work within the time specified.
b. For the Monthly Cleaning, the prorated amount for each linear feet not cleared to the satisfaction of the County.
c. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

## SCHEDULE OF PRICES

 (FORM PW-2)[TO BE DETERMINED]

# SERVICE CONTRACT GENERAL REQUIREMENTS 

## SECTION 1

## INTERPRETATION OF CONTRACT

## A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

## B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested.
Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.
Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.
Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

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 the Contractor's performance of this Contract, at any tier, under oral or written agreement.

## C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

## STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

## A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

## B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegatee or assignee on any
claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

## C. Authorization Warranty

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

## D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

## E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

## F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be

$$
\text { - B. } 6 \text { - }
$$

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

## G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, 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. Contractor shall comply with its EEO Certification (Form PW-7).

## H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall
not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

## I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List

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

## K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

## M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

## N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

## O. County's Quality Assurance Plan

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

## P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

## Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered
employees performing services 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

## R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

## S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 Contractor's employees for which County may be found jointly or solely liable.

## T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such
party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
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.

## U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

## V. Most Favored Public Entity

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

## W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. 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.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $\$ 500$ for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

## X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

## Z. Notice of Delays

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

AA. Notice of Disputes
Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

## BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).
CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with
postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

> Contracting Manager, Business Relations and Contracts Division County of Los Angeles Department of Public Works P.O. Box 1460
> Alhambra, CA $91802-1460$

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

## DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

## EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract,

- B. 15 - A/N Trash-Free - East/West/South
(2017-AN048)
become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event 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," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

## FF. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

## GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation
Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 shall 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

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.

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

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
a. A description of the work to be performed by the Subcontractor.
b. A draft copy of the proposed Subcontract.
c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold 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 Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box

[^6](2017-AN048)

1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

## JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver
No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

## LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
MM. Time Off for Voting

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

## NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using Countydesignated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not

[^7](2017-AN048)
limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking
Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

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

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

## SECTION 3

## TERMINATIONS/SUSPENSIONS

## A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a 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 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

## B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
a. Stop work under this Contract on the date and to the extent specified in such notice.
b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

A/N Trash-Free - East/West/South
(2017-AN048)
end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

## C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
a. Contractor has materially breached this Contract; or
b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
c. 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 working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

$$
\text { - B. } 22 \text { - }
$$

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

## D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

## E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.
G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

## GENERAL CONDITIONS OF CONTRACT WORK

## A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

## B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.
C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

## D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

## E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

## F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

## G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

## H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

## I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

## J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

## K. Prohibition Against Use of Child Labor

1. Contractor shall:
a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.
c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

- B. 26 - A/N Trash-Free - East/West/South
(2017-AN048)
d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

## L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

## M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

## N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

## O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

## P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

## Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or
responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

## R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

## S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

## T. County Contract Database/CARD

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

## SECTION 5

## INDEMNIFICATION AND INSURANCE REQUIREMENTS

## A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

## B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

## C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense
(including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any $\mathrm{CaI} / O S H A$ regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

## D. General Insurance Requirements

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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph $F$ of this Section. 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.
2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding $\$ 50,000$, and list any County-required endorsement forms.
c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Business Relations and Contracts Division
P.O. Box 1460

Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)
e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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.
4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

[^8](2017-AN048)

Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
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.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
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.

## E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

## F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 0001 ) with limits of not less than $\$ 1$ million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
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 is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 000301 A ) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

## SECTION 6

## CONTRACTOR RESPONSIBILITY AND DEBARMENT

## A. 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 County's policy to conduct business only with responsible Contractors.

## B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing Contracts Contractor may have with County.

## C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

## D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so,
the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

## E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

## SECTION 7

## COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

## A. Jury Service Program

This Contract is subject to the provisions of 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.

## B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $\$ 50,000$ or more in any 12 -month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately
implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

## SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. 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 campaign material at www.babysafela.org.
B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## SECTION 9

## SOCIAL ENTERPRISE PREFERENCE PROGRAM

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.

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

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

## SECTION 10

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 11

## DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
D. 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, shall:
a. 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.
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 12

## COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

## A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).
B. Contractor's 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 the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the 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.
C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B , above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.
(Rev. December 2016)

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

## What is the EIC?

The EIC is a refundable tax credit for certain workers.
Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W $\mathbf{W}$, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than $\$ 53,505$ that he or she may be eligible for the EIC.
How and When Must I Notify My Employees?
You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy $B$.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy $B$ of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form $W$ - 2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify
the employee within 1 week of the date the substitute Form $W-2$ is given. If Form $W$ - 2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W -2 is not required, you must notify the employee by February 7, 2017.
You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mall. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at wwwirs gov/formspubs. Or you can go to wwwirs gov/ordertoms to order it.

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

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

## How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must fle a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of $\$ 800$, he or she must file a 2016 tax return to get the $\$ 800$ refund.

## S

Safely surrendered Baby Law


# Safely surrendered $_{\text {Bany }}$ 

This is his strey
Surantral baly lav? Callorna's Safely Surrendered Baby law allows parents or other persons, with lawul custody, which means anyone to whom the parent has given permission to conficientially surrender a baby: As long as the beby is three days (7? hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

 Ahnulowing a taby be her kiow thare are

 stafict my baynal ar frestrion in Lar Anzela Comys:

## How does it work?

A distessed parent who is unable or unwilling to care for a baby can legelly; confidentially, and saffly surrender a baby within thee diys ( 72 hours) of bieth. The bably muxt lec handed to an employee at a hospital or fire scation in Los Angetes County. As long as the baby shavas ne sigro of atruse of neplect, no rame or ofler information is required In case the parene changes his or her mind at a later date and wanns the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching braceler will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents whe duange their minds an begin the process of rectaiming their bahy within 14 days. Theso parents should call the Ios Angytes County Departement of Children and I'amily Services ac 1-8001-S40-4000.

## Can only a parent bring in the baby?

No. While in most cases a parem will bring in the traty, the law allows other poople wo bring in cle haly if cley have lawful custody:

## Does the parent or surrendering adult have to cal before bringing in the baby?

No. A parent or surncodering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. Ilowever, hospital or fire station personacl will ask de surrendering parcy to fill out a questionnaire designed to gather impurtant medical history information, which is very nseful in caring for the bahy. The questionnaire includes a sampred rexurn envelopec siod can be sent in ata later time.

## What happens to the baby?

The baby will be examised and given nedical tramen. Upon rekase from the hospitul, social workers immediately place the baby in a safe and loxing home and begn the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surfendering adule surrenders the baby to hospital or fire stanion personnel, they may kave al any ume.

## Why is California doing this?

The purpose of the Safely Surrendered Buby Law is to protect babies from being abandoned, hurs or killed by their parents. You may bave heard tragic stories of babies left in dumpsters or public bathrewms. Their parents may have been under severe emotional disters. The mothers may have hidden their pregnameics, tearful of what would happen if their families found out Becusce they were afraid and had no one or nowhere co turn for help, they abandoned their babies. Abankening a baby is illegal and places the baby in exteme dangar. Too offien, is resultes in the baby's death. The Safty Sunendered Baby Law prevents this rrgedy from ever happening again ins Califomiz.

## A baby's story

Early in the moning on April 9, 2005, a heality baby boy was safely surtendered to nurses ar HarborLCLI A Medical Cencer. The woman who brought the haby to the liospital idencified herself as the balye aunte and stared the habys mocher had asked her to bring the bahy to the hoxpital on her hetalf. 'The aune was given I bracelet with a number matching the anket placed on the baby: this would provide some idenification in the event the mother changed ber mind abont surrendering the baby and wished to rectaim the baby in the 10 -day period allowed by the Law. The auni was also provided with a medical questionmaire and saik she would have the mother complete and mail back in the stamped return emvelope provided. The bahy was examined by modical saff and pronounced healchy and full-term. Ile was placed with a loving family chac had leen appowed to adopa him by the Departenent of Children and Family Services.


## Ley <br> de Entreya de Bebies

 Sin Peligro

Los recita nacidos pueden ser entugades ch forma seguna al persomit de cualquier horpital o cuartel de bomberor del Condado de Los Angeles
$\operatorname{Sin}$ pena. Sin culpa. Stin nombres.


Entrega de Behós Sin Petigro

## gutesla ty da smugait

 tant sil palyme La Ley de Entrega de Bebes sin Peligro de Callomia permie la entrega contidencial da un redér nacido por pate de sus padres u otras personas conn custodia legal. escecir cuaquier persana a quer los padres la hayan dade permiso. Siempre que el bebé lenga tres cias (İ horas) de vida o mencos, y no haya suinido abuso ni negligencia, pueden entregar al recien niodo sin temor de ser errestados 0 procesados.








## ¿Cómo funciona?

El padr/madre con dikultades que no puedzo no quiera cuidar de su recién nacedo pueale entregarlo en forma legal. contidencial y segura dentro de los tres dias (72 braza) del nabimientu. El bebé debe ser entregado a un empleado de eualquier hospird a cuartel de bomberos del Cordado de Ins Angetes. Siempre que el trebé ane prosenes signous de abusu o neglagencia, no será neticurios suminitrar tombnes ni informacoón alguna. Sid padra/madre cambia de opinión posteriormente y desea reaperar a su bebé, lus rabanadors urilizarin hrazaleces para poder vinculartos. E) bebé llevará un brazakte y el palrelamade od adulto qui bo entreque recibiá un brazalete ggual.

## ¿Qué pasa si el padre/madre

 desea recuperar a su bebé?Los padres ine cambien de opinion pueden comenzar el procese de reclamara su recién racido dentro de los lá dias. Fistos padres deherin llamar al Departamento de Servicios para Niños y Familias (Departnwint of Childen and Family Servicest del Condado de Los Ángeles al 1-800-540-4060.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la arayoria de los casos son lon padres los que llevart al belre, la ley permite que ouras personas lo hagan if bisters enstadialesal

## cLos padres 0 el adulto que entrega al bebe deben llamar antes de llevar al bebè?

Vo. El padrefmader o adulo puede llevar a bebé en cualquier momencu, las 21 horas del dia, los 7 dias de la semmana, siempre $y$ suainho entreguen a sil beló a un cmpleado del hospinal o cuartel de bermberus.

## ¿Es necesario que el padre/ madre 0 adulto diga algo a las personas que reciben al bebé?

 Aor. Sin embargo, ed perional del hospial o cuarel de bomberos le pediría la persona que entregue al bebé que lene un cuestionarion an la tinalidad de recabar anrecedentes meddicos importantes, que resultan de gran utilidad para cuidar bion del bebri. Elarestionarios induye un sebre conel scilo pmostal pagado para enviarlozen arto mamento.
## ¿Qué pasará con el bebé?

D hehé seríl examinado y le briudarán atención médica. Cuando le den el alca del hospital, lose crabzijutores scriales inmedialamente ubicarán al betré en un hinger seguro donde errati bien atendide, $y$ se comenazá el proxeso de adopriór.
¿Qué pasará con el padre/madre 0 adulto que entregue al bebe?
Una vez que los padres o aduluo hayan entregado al belk al perioval del hospital o. cuastel de bomberos, pueden irse ens coalquicr momanem.

## ¿Por qué se está haciendo esto en Califomia? ?

La finalidad de la Ley de Eatrega de Bebés sin Peligro es procgert a kes bebes para que no sean abandonados, hastirmados o muerroa por sus padres. Listed probablemente hayia escuchado historias irigicas mbre helkis ahandonadosen
 de evis betzés probabterrente hayan estad, pasando por difikultades emocionales grates. Las madres pueden hatere voultado su cmbarazo, por temor a lo que pasaria si sus familias se enteraran. Abandonaton a sus bebés porque tenian miedo $y$ no tenían madie a quien pedia ayuta. Lil abamdona de un recín nacidacs ofegal y pone al hebri en una situación de peliguo exaremo. Muy a menudo al atandono provera la muere det treln'. lat ley de Entraga de Retés sin Peligro impite que vielva a stheiler esta tragedia en California.

## Historia de un bebé

A hamana temprane del dia 9 de abril de 2005, se eneregó un recién naxide saludable a las enfermeras det
 bebé, $y$ dijo que la madre le hathía pedido que llevara al bethé al hospital en su nombre. le entregaron a la día un brazalere con un at́mero que coincidia con la puikera del bebé; esto serviria como identificacion en caso de que la madre cambiara de opinión con respecio a la entrega del bebé y decidiera recuperarlo dentro del periodo de 11 dias que permite esta ley. También $k$ dieron a la tía un aresionario mélicos, y ella dijo que la madre lo llenaria y lo enviaria de vaclia denuro del sabre con




## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

### 2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in
payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under $\$ 50,000$;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6 .0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;
12. A nonagreement purchase worth a value of less than $\$ 5,000$ pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A. 14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)
EXHIBIT F
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves


| Required Service/Tasks | Performance Indicator | Deductions / <br> Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
| :---: | :---: | :---: | :---: | :---: |
| A. SCOPE OF WORK |  |  |  |  |
| 1. Fines by Regulatory and Governmental Agencies | Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements. | $\$ 500$ per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract. | $\square$ Yes <br> $\square$ No <br> $\square$ N/A |  |
| 2. Violation of the National Pollutant Discharge Elimination System | Discharge of debris into storm drains and/or gutter. | $\$ 500$ per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ | . |
| 1. Daily/Weekly/Monthly/ Quarterly Reports | Submitted to Contract Manager daily/weekly/monthly report. | $\$ 50$ per day per report that is late or not submitted. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 2. Special Reports As Needed | Filed within time frame requested. | $\$ 50$ per day per report that is late or not submitted. | $\square \mathrm{Yes}$ $\square \mathrm{No}$ $\square \mathrm{N} / \mathrm{A}$ |  |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.
EXHIBIT F
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the ( of ant of this Contract. of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / <br> Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
| :---: | :---: | :---: | :---: | :---: |
| C. EMPLOYEES |  |  |  |  |
| 1. Contractor's Employee Criminal Background Investigation | Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. <br> Employees who do not pass or is not certified shall be immediately removed. | $\$ 100$ per employee per day who is not certified as passing the background check. | $\square \mathrm{Yes}$ <br> $\square$ No <br> $\square$ N/A |  |
| 2. Employees Well Oriented To Job | Employees must have thorough knowledge of facility and its needs. | $\$ 50$ per error resulting from lack of orientation; possible suspension. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 3. Staffing | Staffing levels are equal or exceed contract requirements. | \$50 per occurrence. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 4. Training program | Document training of each employee. | \$250 per untrained employee. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 5. Maintain Knowledge of Safety Requirements | Completion of training of all accepted standards for safe practices related to the work. | \$50 per employee, per occurrence. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \end{aligned}$ |  |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.
*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.
EXHIBIT F
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the
 of any part of this Contract. of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions / <br> Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
| :---: | :---: | :---: | :---: | :---: |
| 6. Project Safety Official | Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. | \$200 per occurrence. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 7. Supervisors speak, read, write, and understand English | On-site supervisor can communicate in English with County Contract Manager. | $\$ 100$ per day for use of non English-speaking supervisor; possible suspension. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| E. CONTRACT ADMINSTRATION |  |  |  |  |
| 1. Insurance Certifications | Certifications submitted before implementation of contract and on a timely basis there-after. | \$200 per day; work/contract; possible suspension; possible termination for default of contract. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 2. Record Retention \& Inspection/Audit Settlement | Maintain all required documents as specified in contract. | \$200 per occurrence. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |
| 3. License and Certification | All license and certifications required to perform the work, if any. | \$200 per day; possible suspension; possible termination for default of contract. | $\begin{aligned} & \square \mathrm{Yes} \\ & \square \mathrm{No} \\ & \square \mathrm{~N} / \mathrm{A} \end{aligned}$ |  |

## PERFORMANCE REQUIREMENTS SUMMARY

## Performance

6. Project Safety Official
ш
PERFORMANCE REQUIREMENTS SUMMARY
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the he right to modify this PRS at any time consistent with the this Contract (Exhibits A-I) and this PRS, Exhibits A-l shall control. The County reserves

| Required Service/Tasks | Performance Indicator | Deductions / <br> Consequences for Failure to Meet Performance Indicator* | Compliance | Comments |
| :---: | :---: | :---: | :---: | :---: |
| 4. Assignment and Delegation | Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County. | $\$ 200$ per day the County is not informed of this change; possible suspension; possible termination for default of contract. | $\square$ Yes <br> $\square$ No <br> $\square$ N/A |  |
| 5. Safety Requirements | Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA). | \$500 per occurrence; possible suspension. | $\square$ Yes <br> $\square$ No <br> $\square$ N/A |  |


EXHIBIT F





Trash Free
Channel Contract
East
Maintenance Area
BIG DALTON WASH
Sheet: 7 of 27
High Trash Flood Control Facility











RUBIO WASHIDIVERSION
Sheet: 16 of 27
High Trash Flood Control Facility






## Legend





## EXHIBIT G. 1




|  |  |  |
| :---: | :---: | :---: |

## 

$<$


|  |  |
| :---: | :---: |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |



| Trash Free |
| :--- |
| Channel Contract |
| West |
| Maintenance Area |
| BRowns creek |
| Sheet: 1 of 21 |
| High Trash Flood Control Facility |


|  |
| :---: |
|  |  |

# Legend 



EXHIBIT G. 2





|  |  |  | $\begin{aligned} & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |


EXHIBIT G. 2



|  |  |  | $\begin{aligned} & 0 \\ & \mathbf{E}_{0}^{0} \\ & 0 \\ & 0 \end{aligned}$ |  | Unincorporated Area |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |


|  |  |  |  |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |



EXHIBIT G. 2


Page 11 of 22
ə^૪ soıpəว

Lull St


əヘ $\forall$ E!!ilew
əл $\forall$
0llelsoo







EXHIBIT G. 3


\section*{| 0 |
| :--- |
| 0 |
| 0 |
|  | <br> Unincorporated Area}

EXHIBIT G. 3

EXHIBIT G. 3

EXHIBIT G. 3




EXHIBIT G. 3

EXHIBIT G. 3

EXHIBIT G. 3


EXHIBIT G. 3

| Trash Free |
| :---: |
| Channel Contract |
| South |
| Maintenance Area |

EXHIBIT G. 3

EXHIBIT G. 3


EXHIBIT G. 3

EXHIBIT G. 3


## EXHIBIT G. 3

|  |  |  |
| :---: | :---: | :---: |

EXHIBIT G. 3


EXHIBIT G. 3




EXHIBIT G． 3




## ay：ฺヨy丬aヨanIS N

anv eunjelad
en $\forall$ Uonlso ən $\forall$ ourodin
an $\forall$ meibouow จ＾ท еборе 7

əAV sionbou
$\left|\begin{array}{ll}\text { ən } \forall \text { sionbon } \\ \end{array}\right|$
EXHIBIT G. 3

|  |  |  | $\begin{aligned} & 0 \\ & \hline \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

EXHIBIT G. 3

|  |  | Whatratys $\qquad$ <br>  <br> when | $\begin{aligned} & 0 \\ & \hline 0 \\ & \hline 0 \\ & \hline 1 \end{aligned}$ |  | Unincorporated Area |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |




| DATE SUBMMTTED |  |  |  | PAGE |  | _OF |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICE DATE | FACILITY NAME TG PAGENO. | STATIO FROM |  | TOTAL LINEAR FEET CLEARED | SIDE | TONS OF GREEN WASTE HAULED | TONS OF DEBRIS HAULED | COMMENTI JOB DESCRIPTION \% OF CHANNEL CLEARED ETC. |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

NAME OF COMTRACTOR REPRESENTATIVE:
NAME OF DEPARTNENT REPRESENTATIVE:
SIGNATURE OF DEPARTMENT REPRESENTATIVE :


[^0]:    P:laepublService ContractsICONTRACTMAnnalTRASH FREE CONTRACTSI2017,2017 RFP - EAST, WEST, SOUTH101 RFPl04.2 FORM PW-2 - West Area.docx

[^1]:    Name of Proposer or Authorized Agent (print)

[^2]:    Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate. $\square$

[^3]:    Signature

[^4]:    *List the page number in the proposal containing the proposer resume/experience. (Please attach additional pages if needed.)

[^5]:    P:laepubiService ContractsICONTRACTIAnnalTRASH FREE CONTRACTSI2017\2017 RFP - EAST, WEST, SOUTH 101 RFP 05 TOC-AGREEMENT-Standard $10-18$ 16.docx

[^6]:    - B. 18 -

    A/N Trash-Free - East/West/South

[^7]:    - B. 19 -

    A/N Trash-Free - East/West/South

[^8]:    - B. 32 - A/N Trash-Free - East/West/South

