

#### COUNTY OF LOS ANGELES

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

September 7, 2022

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460
IN REPLY PLEASE

REFER TO FILE: BRC-1

## NOTICE OF INVITATION FOR BIDS FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

PLEASE TAKE NOTICE that Public Works requests bid submissions for the contract for Graffiti Removal Services District 3 (BRC0000285). The services requested in this Invitation for Bids (IFB) constitutes "public works" as defined in Section 1720 of the California Labor Code. For more information, please note the important notice regarding Prevailing Wage and Living Wage section of this IFB on page 4. This contract has 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 total annual contract amount of these services is estimated to be \$45,000. The IFB with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or may be requested from Mr. Jairo Flores at (626) 458-4069 or <a href="mailto:jflores@pw.lacounty.gov">jflores@pw.lacounty.gov</a>, or Ms. Victoria Frausto at (626) 458-6578 or <a href="mailto:vfrausto@pw.lacounty.gov">vfrausto@pw.lacounty.gov</a>, 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://pw.lacounty.gov/brcd/servicecontracts.

#### Important instruction regarding this solicitation:

PLEASE NOTE: This is a Proposition A solicitation, as such, the County's Living Wage Ordinance is applicable to the resultant contract. Contractors shall pay wages at rates in compliance with the Living Wage Ordinance. Please review and familiarize yourself with the Living Wage Ordinance requirements as provided in:

- Part I, Section 1, Item L, Living Wage Program
- Form LW-1, Living Wage Program
- Power Point slides available electronically at the website listed above

#### "Do Business with Public Works" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for

this IFB through the website will receive automatic notification when any update to this IFB is made. The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.

#### <u>Doing Business with Local Small Business Enterprise, Disabled Veteran</u> 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 a County certified LSBE, DVBE, and SE: <a href="http://dcba.lacounty.gov">http://dcba.lacounty.gov</a>. All interested firms that are included in the Qualified Contractor List resulting from RFSQ for Graffiti Removal Services are invited to submit a bid provided that they meet the Minimum Requirements identified in this IFB.

There are no mandatory bidders' conference and walk-through requirements for this solicitation; however, it is the bidders' sole responsibility to do their due diligence and familiarize themselves with each site location and its requirements before submitting their bid. All site visits should be carried out prior to the established proposal submission deadline. The proposal submission due date will not be extended to allow extra time to conduct site visits.

The deadline to submit written questions for a response is <u>Monday</u>, <u>September 12</u>, <u>2022</u>, <u>at 5:30 p.m.</u> Please direct your questions to Mr. Flores or Ms. Frausto. All bidders on the Qualified Contractor List will be given a copy of all questions and answers for their information via e-mail only.

#### The deadline to submit bids is Wednesday, September 21, 2022, at 5:30 p.m.

#### **Community Business Enterprise Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All bidders shall document good faith efforts it has taken to assure that CBEs are utilized when possible, to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the bidder's good faith efforts to meet the CBE participation goal by reviewing the bidder's documentation. Suggested criteria include, but are not limited to, the following:

- 1. Bidder attended any preproposal meetings scheduled by the County to inform all bidders of the CBE program requirements for the project.
- 2. Bidder identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 3. Bidder advertised, not less than ten calendar days before the date the bids are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the bids are due.
- 4. Bidder provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of bids.
- 5. Bidder followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 6. Bidder provided interested CBEs with information about the project and requirements for selected subconsultants.
- 7. Bidder requested assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Bidder used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (<a href="http://dcba.lacounty.gov">http://dcba.lacounty.gov</a> or [323] 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: <a href="mailto:CBESBE@dcba.lacounty.gov">CBESBE@dcba.lacounty.gov</a>. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: <a href="mailto:dcba.lacounty.gov">dcba.lacounty.gov</a>.

8. Bidder negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory bids prepared by any CBE.

- 9. Where applicable, the bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 10. Bidder's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 11. Bidder commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. The County shall be notified of any future additions in CBE participation.
- 12. Bidder is a certified CBE.
- 13. The Bidder's CBE participation shall be reflected in the CBE Form.

Public Works will answer questions from bidders regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the bidder's ability to provide the best service and value to the County.

**Minimum Mandatory Requirements:** At the time of bid submission, bidders must meet all minimum mandatory requirements set forth in the RFSQ and IFB documents including, but not limited to:

- 1. Bidder must hold a valid and active C-33 State of California-issued contractor's license.
- 2. Bidder or its managing employee must have a minimum of 3 years of experience performing graffiti abatement services.
- 3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**
- 4. Bidder is included in the Qualified Contractor List resulting from the Request for Statement of Qualifications for Graffiti Removal Services (2015-SQPA002).
- 5. Bidder's Form LW-8, Staffing Plan and Cost Methodology, must show daily patrol hours for each day of the workweek (Monday-Friday) as requested in Exhibit A, Scope of Work.

Note: The use of subcontractors prohibited for this service. If a bidder makes reference to a subcontractor or if a bidder includes a list of subcontractors to perform the work requested, the bid will be immediately disqualified. Please disregard all references to subcontractors in this IFB.

Please note: There are no mandatory conference and walk-through requirements for this solicitation.

#### Important Notice Regarding Prevailing Wage and Living Wage:

When preparing your bid, please note the following:

- 1. The bidder's contracted work in this IFB constitutes "public work" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFSQ, Graffiti Removal Services (2015-SQPA002).
- 2. The services requested in this IFB require payment of prevailing wage and includes nonprevailing wage work. For example, all activities performed to physically remove the graffiti tags (removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint-out projects to beautify surfaces and objects) require payment of prevailing wages. Also, patrolling and driving to and from jobsites by contractor's crew to remove graffiti tags requires payment of prevailing wage. Examples of potential nonprevailing wage work are administrative duties associated with the performance of this contract, such as conferring with the Public Works staff concerning graffiti removal requests, invoicing issues, contract-related communications, etc.
- 3. Bidders shall comply with both the Prevailing Wage and County Living Wage Ordinance (LWO) requirements. The contractors shall pay prevailing wages in compliance with the California Labor Code appropriate for the prevailing wage work requested and shall pay living wage rates in compliance with the LWO. The contractors shall comply with all requirements of the LWO for both prevailing wage and nonprevailing wage work. Please refer to Form LW-1, Living Wage Program.
- 4. Bidders must always pay the higher rate of either the County's Living Wage rate or the applicable Prevailing Wage rate for each classification used in this contract. As an example, if a bidder uses the Graffiti Removal Worker 1 Prevailing Wage classification, with its basic hourly rate of \$16.50, which is less than the County's Living Wage of \$18.49 per hour for year 2022, then the bidder must pay the County's Living Wage rate, which is the higher of the two

rates. In this example, bidder(s) must pay their employees a minimum rate of \$18.49 per hour

5. Bidders are responsible for determining the appropriate prevailing wage classification needed to perform the work requested. Please refer to California Labor Code, Section 1773.2:

"The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract.

In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each jobsite."

Further, please refer to Exhibit B, Section 14, pages 51-53, of the RFSQ, Prevailing Wage, which in part states:

The Director of the Department of Industrial Relations (DIR) has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at <a href="https://www.dir.ca.gov/dlsr/pwd/index.htm">www.dir.ca.gov/dlsr/pwd/index.htm</a>. The contractor is required to pay its agents and employees the applicable current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner.

Copies of the prevailing rate of per diem wages are on file at Los Angeles County Public Works Project Management Division III and will be made available for inspection by request to the Contract Analyst. (Note to the bidders: During the solicitation process and prior to the award of contract, please direct your inquires to the Contract Analysts

identified in the solicitation document. You may contact the Contract Manager only after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification, and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the DIR. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the contract in the same manner as if they had been included or referenced in the contract

In addition, regarding the Posting of Prevailing Wage Rates:

The contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable laws including posting of jobsite notices required by Title 8 of the California Code of Reg. §16451.

In selecting the prevailing wage classification(s) appropriate for the work, you may consider the DIR General Prevailing Wage Determination made by the Director of Industrial Relations for the Craft/Classifications of Painter: Graffiti Removal Worker, Graffiti Removal Worker 1, and Graffiti Removal Worker 2, A copy of the DIR General Prevailing Wage Determination may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a>.

We also recommend that you review the Division of Labor Standards Enforcement, Public Works Manual in reference to workers performing work under two or more classifications, specifically, Sections 3.2.7.1 and 4.1.4. The manual is accessible at the following link: <a href="https://www.dir.ca.gov/dlse/PWManualCombined.pdf">https://www.dir.ca.gov/dlse/PWManualCombined.pdf</a>.

If a bidder selects an apprenticeable craft classification, the bidder may consider the DIR's June 24, 2016, decision regarding Matter of Request for Review of Graffiti Protective Coatings, Inc., Case No. 15-0182-PWH from Civil Wage and Penalty Assessment issued by the Division of Labor Standards Enforcement. Bidders are to determine how to comply with the Labor Code provisions in reference to employment of apprentices.

The LW-8, Cost Methodology and the Hourly Wage Rates submitted by your firm for the employees that will perform the work under this contract, if awarded, must demonstrate payments consistent with the prevailing wage and living wage rates, as applicable, to your employees for the work performed. <a href="If your LW-8 fails to demonstrate">If your LW-8 fails to demonstrate</a> compliance with this requirement, your bid may be rejected.

Note that the numbers of graffiti tags removed by the County's contractor in prior years are indicated in this IFB's Exhibit A, Scope of Work and is provided for informational purposes only; however, we encourage you to consider this information when submitting your bid.

#### A. Bid Submission Requirements:

Bids will be reviewed on a Pass/Fail basis concerning the items listed below. All responsive bids will be evaluated according to Section B, Bid Selection. Bids not meeting all of these requirements may be rejected as nonresponsive.

#### Bidders have:

- 1. Completed and signed all appropriate forms listed in this IFB, Part I, Forms.
- 2. Bidder has demonstrated that it complies with all minimum requirements as outlined in the minimum mandatory requirements set forth in the RFSQ and IFB. (Use Form PW-18.1, Bidder's Compliance with the Minimum Mandatory Requirements.)
- 3. Submitted proof of a valid and active State of California DIR Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**
- 4. Demonstrated payment of prevailing wage and living wage appropriate for the required work on Form LW-8, Cost Methodology.
- 5. Bid was time stamped by the PW Cashier Office or BidExpress prior to the deadline for submission of the Proposal. Any Proposal without a BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
- 6. Unless the bids are submitted electronically through <a href="www.bidexpress.com">www.bidexpress.com</a>, bids shall be submitted with two (2) complete electronically sets of the bid that includes all related information in the following formats:
  - Electronic: Two electronic copies on a compact disc or universal serial bus drive in PDF format as follows:
    - One original electronic copy.
    - One redacted electronic copy Bidder shall redact any trade secrets, confidential, proprietary, or other

personal information from the bid, such as Social Security numbers.

#### Please note: Hard copies of bids will not be accepted.

7. The County will not allow any proposer's exceptions, additions, conditions, limitations, modifications, or provisions to the RFSQ and IFB.

#### IMPORTANT NOTICE

Submission of bids will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk or compact disc to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

### PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

#### **Electronic Submission of Bids**

In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on <a href="https://www.bidexpress.com">www.bidexpress.com</a>, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disks, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this RFP will be rejected by Public Works as nonresponsive.

Bidders are instructed not to contact any County personnel other than the Contract Analysts listed below regarding this solicitation. All contact regarding this IFB or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

Los Angeles County Public Works
Business Relations and Contracts Division - 8th Floor
Attention Mr. Jairo Flores or Ms. Victoria Frausto
P.O. Box 1460
Alhambra, California 91802-1460

E-Mail: <u>iflores@pw.lacounty.gov</u>

Telephone: (626) 458-4069 Facsimile: (626) 458-4960

Or

E-Mail: vfrausto@pw.lacounty.gov

Telephone: (626) 458-6578 Facsimile: (626) 458-4960

If it is discovered that a bidder contacted and received material information from any County personnel other than the Contract Analysts named in this IFB Notice regarding this solicitation, the County, in its sole determination, may disqualify their bid from further consideration.

#### B. Bid Selection:

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

Proposed Price (100 points)

The proposed price should accurately reflect the bidder'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, Request for County's Preference Programs Consideration and CBE Firm/Consideration Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the average total

proposed price for years 1 through 4 will be calculated, which shall not exceed \$150,000 and that amount will be deducted from the averaged 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 bidder's payment, which is based on the bidder's bid amount.

Subject to such adjustment(s), the lowest average total adjusted Proposed Annual Price for years 1 through 4, quoted in the Summary Sheet for Schedule of Prices, Form PW-2.5, will receive the full weight of this evaluated item. Other proposals will receive a prorated score calculated as follows: divide the lowest average total adjusted Proposed Annual Price for years 1 through 4 by each other bidder's average total adjusted Proposed Annual Price for years 1 through 4 and multiply the result by the maximum possible points for this evaluation criterion. The bid with the lowest average total adjusted Proposed Annual Price for years 1 through 4 may not necessarily be awarded a contract.

#### C. Invitation for Bids

- 1. All definitions, provisions, requirements, and rules of interpretation set forth in the RFSQ including Addenda to the RFSQ, for the contract for Graffiti Removal Services (2015-SQPA002) also apply to this IFB.
- 2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

#### Follow us on Twitter:

We encourage you to follow us on Twitter @<u>LACoPublicWorks</u> 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) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired 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 BRC-1.

Very truly yours,

MARK PESTRELLA, PE Director of Public Works

tor

ROSSANA D'ANTONIO, PE

**Deputy Director** 

JF

P:\aepub\Service Contracts\CONTRACT\Jairo\GRAFFITI-ZONES\2022 IFB\IFBs\SD 3\01 IFB NOTICE.doc

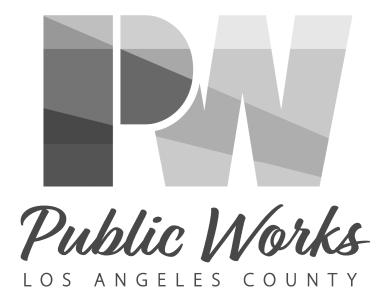
Enc.

# PUBLIC WORKS

#### INVITATION FOR BIDS

#### **FOR**

## GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)



Approved _	September 7	, 2022
MARK PES	TRELLA, PE	
Director of F	Public Works	

By: \_\_\_\_\_\_ for Rossana D'Antonio

**Deputy Director** 

#### **INVITATION FOR BIDS**

#### FOR

### GRAFFIT REMOVAL SERVICES DISTRICT 3 (BRC0000285)

#### TABLE OF CONTENTS

#### PART I

#### **FORMS**

PW-2.1-2.5	Schedule of Prices
PW-9.1	(Supplemental) County of Los Angeles Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10.1	(Supplemental) GAIN and GROW Employment Commitment
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18.1	Bidder's Compliance with the Minimum Mandatory Requirements of the Invitation for Bids
PW-19	COVID-19 Vaccinations of County Contractor Personnel
LIVING WAGE FORMS	
LW-1.1	(Supplemental) Los Angeles County Code Title 2 Administration Chapter 2.201 – Living Wage Program
LW-2.1	(Supplemental) Living Wage Program – Application for Exemption (If requesting exemption, submit at least 7 days before due date for Proposals)
LW-3.1	(Supplemental) Living Wage Rate Annual Adjustments
LW-4.1	(Supplemental) Acknowledgement and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
LW-7.1	(Supplemental) Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
LW-8.1-8.4	Staffing Plan and Cost Methodology

#### PART II

### SAMPLE AGREEMENT FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

#### **EXHIBITS**

- A.1 (Supplemental) Scope of Work
- B-F Intentionally Omitted [Please refer to RFSQ for Graffiti Removal Services (2015-SQPA002) and addendums 1-6]
- G Graffiti Removal Services Supervisorial District 3
- H. Work Locations: Graffiti Removal Services District 3

P:\aepub\Service Contracts\CONTRACT\Jairo\GRAFFITI-ZONES\2022 IFB\IFBs\SD 3\02 IFB TOC-PROP A.doc

## TABLE OF FORMS (LIVING WAGE CONTRACT)

PW-2.1-2.5	Schedule of Prices
PW-9.1	(Supplemental) County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10.1	Gain and Grow Employment Commitment
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18.1	Bidder's Compliance with the Minimum Mandatory Requirements of the Invitation for Bids
PW-19	COVID-19 Vaccinations of County Contractor Personnel
LW-1.1	(Supplemental) Los Angeles County Code Title 2 Administration Chapter 2.201 – Living Wage Program
LW-2.1	(Supplemental) County of Los Angeles Living Wage Program – Application for Exemption (if requesting exemption, submit at least seven days before due date for proposals)
LW-3.1	(Supplemental) Living Wage Rate Annual Adjustments
LW-4.1	(Supplemental) County of Los Angeles Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
LW-7.1	Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
LW-8.1-8.4	Staffing Plan and Cost Methodology for Contract

(Unit Price X

Estimated Number of Units)

# SCHEDULE OF PRICES FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

**UNIT PRICE** 

UNIT

MOBILE

DESCRIPTION

PHONE

**ESTIMATED** 

NUMBER

**OF UNITS** 

DATE

Graffiti Removal Services District 3 (Exhibit A, Scope of Work)	Month	\$	12	\$
Т	OTAL AN	NNUAL PROPOSE	ED PRICE =	\$
LEGAL NAME OF PROPOSER				
PROPOSER'S ADDRESS:				
E-Mail				

(Unit Price X

Estimated Number of Units)

# SCHEDULE OF PRICES FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

**UNIT PRICE** 

UNIT

DESCRIPTION

**ESTIMATED** 

NUMBER

**OF UNITS** 

Graffiti Removal Service District 3 (Exhibit A, Scope of V	Month	\$	12	\$
	TOTAL AI	NNUAL PROPOSE	ED PRICE =	\$
LEGAL NAME OF PROPOSER				
PROPOSER'S ADDRESS:				
E-Mail				
PHONE	MOBILE		Date	=

(Unit Price X

Estimated Number of Units)

# SCHEDULE OF PRICES FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

**UNIT PRICE** 

UNIT

DESCRIPTION

**ESTIMATED** 

NUMBER

**OF UNITS** 

Graffiti Removal Services District 3 (Exhibit A, Scope of Work)	Month	\$	12	\$
	TOTAL AI	NNUAL PROPOSE	ED PRICE =	\$
LEGAL NAME OF PROPOSER				
Proposer's Address:				
E-MAIL				
PHONE MOI	BILE		DAT	E

(Unit Price X

Estimated Number of Units)

## SCHEDULE OF PRICES FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

**UNIT PRICE** 

UNIT

Month

**DESCRIPTION** 

Graffiti Removal Services

District 3

ESTIMATED NUMBER

OF UNITS

12

(Exhibit A, Scope of Work)		Ť		<b>Y</b>
	TOTAL A	NNUAL PROPOSE	ED PRICE =	\$
LEGAL NAME OF PROPOSER				
PROPOSER'S ADDRESS:				
E-Mail				
PHONE	MOBILE		DAT	E

#### SUMMARY SHEET OF SCHEDULE OF PRICES

#### **FOR**

### GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder 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.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Initial Term)	\$
2	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Option Year 1)	\$
3	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Option Year 2)	\$
4	GRAFFITI REMOVAL SERVICES DISTRICT 3 (Option Year 3)	\$
	TOTAL PRICE FOR YEARS 1 THROUGH 4	\$
	AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)	\$

LEGAL NAME OF PROPOSER		
Proposer's Address:		
PHONE	MOBILE	DATE

#### **FORM PW-9.1 (SUPPLEMENTAL)**

## County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

**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.

☐ Red	quest for Local Small	Business Enterprise (L	SBE) Program Pre	ference						
	business located in L	os Angeles County for at	least one (1) year; c							
	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; <b>and</b>									
	Certified as a LSBE t	by the DCBA.								
□ Red	quest for Social Ente	rprise (SE) Program Pre	eference							
				ding transitional or permanent nmental and/or human justice						
	Certified as a SE bus	iness by the DCBA.								
□ Red	quest for Disabled Ve	eterans Business Enterp	orise (DVBE) Progra	am Preference						
	Certified by the State	of California, <b>or</b>								
	Certified by U.S. Dep	artment of Veterans Affa	irs as a DVBE; <b>or</b>							
	Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and									
	Certified as a DVBE	by the DCBA.								
NO INS	STANCE SHALL AN'	Y OF THE ABOVE LIS	STED PREFERENC NY OTHER COUNT	ERENCES WILL APPLY. IN CE PROGRAMS PRICE OR TY PROGRAM TO EXCEED ION.						
				THE LAWS OF THE STATE						
_		ABOVE INFORMATION	IS TRUE AND ACC	URATE.						
	DCBA certification	is attached.								
Name			County Webven No.							
Print N			Title:							
Signati	ure:		Date:							
Re	eviewer's Signature	Approved	Disapproved	Date						

#### **FORM PW-9.1 (SUPPLEMENTAL)**

	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.		IZATION INFORMATION INFORMATION INFORMATION INFORMATION INFORMATION IN INFORMATION INFORMATION IN INFORMATION IN INFORMATION IN INFORMATION IN INFORMATION INFO											
	Business St	ructure: Sole i	Proprietorsh	nip 🔲	Partnership			Corporation		Nonprofit	☐ Franch	ise	
	Oth	er (Please Specify):		11.		!				•			
	Total Numbe	er of Employees (incl	uding owne	rs):									
	Race/Ethnic	Composition of Firm	. Please di	stribute th	e above to	tal numbe	er of i	individuals into	o the fo	ollowing ca	ategories:		
	Race/Ethn	ic Composition		_	ers/Partr ciate Par			Mana	gers			Staff	
				Mal		emale		Male	Fe	male	Male		Female
	Black/Afric	an American											
	Hispanic/La	atino											
	Asian or Pa	acific Islander											
	American I	ndian											
	Filipino												
	White												
III.	PERCENTAGI	E OF OWNERSHIP IN	FIRM: Ple	ase indica	ate by perce	entage (%	6) hov	w <u>ownership</u> o	of the fi	rm is distr	ributed.		
		Black/African American	Hispani	c/ Latino		or Pacif lander	ic	American I	ndian	Fi	lipino		White
	Men	%		%			%	%			%		%
	Women	%		%			%		%		%		%
IV.	. <u>CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:</u> If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following <u>and attach a copy of your proof of certification</u> . (Use back of form, if necessary.)												
	Agency Name				Minority	Wom	en	Disadvanta	aged	Disable	d Veteran	Expir	ation Date
V.	this proposal judgment and	her acknowledges that are made, the propos his/her judgment sh <u>N</u> : I DECLARE UNDE	al may be all be final	rejected.	The evalu	iation an	d de	termination i	n this	area shal	ll be at the D	irector	's sole
		N IS TRUE AND CORI	RECT.										
	Authorized Sig	nature:				Titl	le:		_		Date:		
LOC	LAL SBE-FIRM-0	ORGANIZATION FORM	I.DOC Rev	. 10/18/16	PW Rev.	10/18/16					1		

#### 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: <u>GAINGROW@dpss.lacounty.gov</u> and <u>BSERVICES@wdacs.lacounty.gov</u>.

#### 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.

Α.	Proposer has a proven record of hiring GAIN/GROW participants.							
	YES (subject to verification by County) NO							
В.	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.							
	YESNO							
C.	Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.							
	YESNON/A (Program not available)							
S	Signature Title							
F	Firm Name Date							

#### ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

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

#### PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance 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 1.00, 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:

# BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE INVITATION FOR BIDS GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

BIDDER MUST CHECK A BOX IN EACH SECTION						
Important Note: The information on this form is subject to verification.						
At the time of Bid requirements:	ls Submission, Bi	idder mus	t meet the following minimum man	datory		
1. Bidder mu License.	ist hold a valid a	nd active	C-33 State of California-issued C	ontractor's		
	s. Bidder posses ntractor's License		I and active C-33 State of Califor	nia-issued		
License No.	Name of the License Holder		Valid Dates	Page Number(s)*		
ist the page numbe	r in the bid conta	ining a co	py of the license.	L		
No. Bidder <u>does not</u> possess a valid and active C-33 State of California- issued Contractor's License. <u>By checking this box, the Bid Submission</u> <u>will be immediately disqualified as nonresponsive.</u>						
Bidder or its managing employee must have a minimum of 3 years of experience performing graffiti abatement services.						
Yes. Bidder or its managing employee meets the experience requirement stated above.						
Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)		Description of Services/Experien	ce		

☐ No. Bidder does not meet the experience requirement stated above

# Note: Bidder must complete Section 2.2 of this form if the Minimum Mandatory Requirement No. 2, of this IFB is being met by its managing employee.

2.2. Bidder's Managing Employee must have a minimum of 3 years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Serv	ices/Experience	
	Bidder or it's	managing employee does	e not meet the eve	
	irement stated a	above. By checking this disqualified as nonresp	box, the Bid Subi	
will  3. Bidder must Industrial Re	irement stated a be immediately  submit proof of elations Public W	above. By checking this	box, the Bid Subronsive.  of California Departion pursuant to Lab	mission tment of
3. Bidder must Industrial Re 1725.5. <b>Pen</b> Yes. Depa	irement stated a be immediately  submit proof of elations Public W ding registration	above. By checking this disqualified as nonresponders of a valid and active State Works Contractor Registrations will not be accepted.  bmitted proof of a valid are strial Relations Public Wo	box, the Bid Subionsive.  of California Departion pursuant to Lab	tment of or Code
3. Bidder must Industrial Re 1725.5. <b>Pen</b> Yes. Depa	irement stated a be immediately  submit proof of elations Public W ding registratio  Bidder has sul artment of Indus uant to Labor Co	above. By checking this disqualified as nonresponders of a valid and active State Works Contractor Registrations will not be accepted.  bmitted proof of a valid are strial Relations Public Wo	box, the Bid Subionsive.  of California Departion pursuant to Lab	tment of or Code

☐ No. Bi	dder has	NOT sul	mitted	proof	of a	valio	and	active	State	of
Californi	a Depart	ment of	ndustria	al Rela	ations	s Pub	olic W	orks C	ontrad	ctor
Registra	ition. By	, checkir	ng this	box,	the	Bid	Subm	nission	will	<u>be</u>
immedi	ately disc	qualified a	as nonr	espor	sive					

	3.1 Pr	evallir	ng vvage Payment Aπirmation:
		work Lab	Bidder has determined the appropriate prevailing wage sifications needed to perform the work requested and prevailing wage shall be paid Prevailing Wages in compliance with the California or Code when conducting activities that are subject to prevailing e. These rates must be included in Form LW-8, Cost Methodology.
		pay cond rates payr	Bidder has not determined the appropriate prevailing wage sifications needed to perform the work requested and Bidder will not prevailing wages in compliance with the California Labor Code when ducting activities that are subject to prevailing wage. And/Or the sincluded in Form LW-8, Cost Methodology, do not demonstrate ment of prevailing wages for the work. By checking this box, the Submission will be immediately disqualified as nonresponsive.
4.			cluded in the Qualified Contractor List resulting from the RFSQ for oval Services (2015-SQPA002).
			Bidder is included in the Qualified Contractor List resulting from the Q for Graffiti Removal Services (2015-SQPA002).
		the F	Bidder is not included in the Qualified Contractor List resulting from RFSQ for Graffiti Removal Services (2015-SQPA002). <b>By checking box, the Bid Submission will be immediately disqualified as esponsive.</b>
5.			rm LW-8, Staffing Plan and Cost Methodology, must show daily patrol ach day of the week (Monday-Sunday) as requested in the Scope of
		Yes.	Proposer's Form LW-8, Staffing Plan and Cost Methodology shows daily patrol hours for each day of the week (Monday-Sunday) as requested in the Scope of Work.
		No.	Proposer's Form LW-8, Staffing Plan and Cost Methodology <b>does not</b> show daily patrol hours for each day of the week (Monday-Sunday) as requested in the Scope of Work. <b>If you check this box, your Proposal will be immediately disqualified as nonresponsive.</b>

#### **FORM PW-18.1**

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

Bidder's Name:	
Authorized representative Name:	
Signature:	Date:

#### COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

#### PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title
Signature:	Date:

#### LOS ANGELES COUNTY CODE

#### **Title 2 ADMINISTRATION**

#### Chapter 2.201 Living Wage Program

#### 2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.20 <u>Definitions.</u>

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employee employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
  - 1. On January 1, 2020, and thereafter the rate shall be \$16.31 per hour;
  - 2. On January 1, 2021, and thereafter the rate shall be \$16.62 per hour;
  - 3. On January 1, 2022, and thereafter the rate shall be \$17.14 per hour;
  - 4. On January 1, 2023, and thereafter the rate shall be \$18.49 per hour;
  - 5. Beginning January 1, 2024, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments. (Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide

other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.60 <u>Employer retaliation prohibited.</u>

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such iobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.090 Exceptions.

- A. <u>Other Laws</u>. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. <u>Collective Bargaining Agreements</u>. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides. (Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

DATE:

#### **COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**

#### <u>APPLICATION FOR EXEMPTION</u>

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

Company Name	:						
Company Addre	SS:						
City:			State:		Zip Code:		
Telephone Numl	ber:	Facsimile Number:		E-Mail A	Address:		
Awarding Depar	tment:				Contract Terr	n:	
Type of Service:					I		
Contract Dollar A	Amount:				Contract Num	nber (if any):	
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.							
-	esting an exempt ion that supports y		_			-	(attach all
☐ My bu	My business is subject to a bona fide Collective Bargaining Agreement (attach agreement); AND					; AND	
	the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; <b>OR</b>						
	the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):						
I declare und true and cor	der penalty of perjurect.	ury under the laws	s of the State o	of Calif	ornia that	the informat	ion herein is
INITI INAIVIL.						111 E.E.	Į.

SIGNATURE:

#### FORM LW-3.1 (SUPPLEMENTAL)

#### **Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

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

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

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

#### **COUNTY OF LOS ANGELES**

# ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

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

The Age	ent is required to check each of the following two boxes:	
LIVING	WAGE ORDINANCE:	
	The Agent has read the County's Living Wage Ordinance (Loand understands that the Firm is subject to its terms.	s Angeles County Code, Sections 2.201.010 through 2.201.100),
CONTR	ACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARME	NT ORDINANCE:
	The Agent has read the County's Determinations of Contractor Angeles County Code Sections 2.202.010 through 2.202.060) and	or Non-Responsibility and Contractor Debarment Ordinance (Los understands that the Firm is subject to its terms.
LABOR	LAW/PAYROLL VIOLATIONS:	
working		local statute, regulation, or ordinance pertaining to wages, hours, or, the Fair Labor Standards Act, employment of minors, or unlawful
His	tory of Alleged Labor Law/Payroll Violations (Check One):	
	The Firm <b>HAS NOT</b> been named in a complaint, claim, investigati which involves an incident occurring within three (3) years of the	on, or proceeding relating to an alleged Labor Law/Payroll Violation, e date of the proposal; <b>OR</b>
		proceeding relating to an alleged Labor Law/Payroll Violation which date of this proposal. (I have attached to this form the required ation for each allegation.)
His	tory of Determinations of Labor Law /Payroll Violations (Check	One):
	There <b>HAS BEEN NO</b> determination by a public entity within thr Labor Law/Payroll Violation; <b>OR</b>	ee (3) years of the date of the proposal that the Firm committed a
	Law/Payroll Violation. I have attached to this form the required for each violation (including each reporting entity name, case ropened, and nature and disposition of each violation or find	3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll/Debarment History form with the pertinent information number, name and address of claimant, date of incident, date claim ding.) (The County may deduct points from the proposer's final function points available with the largest deductions occurring for
HISTOR	Y OF DEBARMENT (Check one):	
	The Firm <b>HAS NOT</b> been debarred by any public entity during the	past ten (10) years; <b>OR</b>
		ten (10) years. Provide the pertinent information (including each nt, date of incident, date claim opened, and nature and disposition of t History form.
	e under penalty of perjury under the laws of the State of Califor	rnia that the above is true, complete, and correct.  Print Name and Title
	/Agent's Authorized Signature	Print Name and Title
Print Na	me of Firm	Date

#### Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end June 30, 2023, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLIE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 30, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

STAFFING PLAN AND COST METHODOLOGY FOR CONT	TRACT:	GRAF	FITI RE	MOVA	L SER\	/ICES	DISTRI	CT 3 (BRC000	00285)		
PROPOSER:											
POSITION/TITLE *	T		HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED		FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	COST
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:	•									Total Salaries	\$
**!		цог	IDI V D	ATE	(1) Vac	ations,	Sick Leav	ve, Holiday			\$
**Important: LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO	LIVING V		JRLY R ATES IF		(2) Hea	lth Insu	rance			\$	
CONTRACT TERM SPANS THROUGH MULTIPLE LIVING WAGE					(3) Pay	roll Tax	es & Wo	rkers' Compensa	\$		
CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES II					(4) Wel	fare and	d Pensior	n			\$
RATE. Proposer's Form LW-8, Staffing Plan and Cost Methodol hours for each day of the workweek (Monday-Friday) as request					Total Employee Benefits (1+2+3+4) \$						
illours for each day of the workweek (Monday-i fiday) as request	eu iii tiie	Scope o	I WOIK.	=	(5) Equ	ipment	Costs		\$		
					(6) Serv	vice and	Supply	Costs	\$		
					(7) Gen	eral and	d Adminis	strative Costs	\$		
					(8) Prof	fit			\$		
									\$		
										TOTAL PRICE	\$
* All employees shown must be FULL-TIME employees of the Bidde  ** Living wage rate shall be at the wage rate as set forth in Form LW  Note: This cost methodology is to show, in detail, how the Bidder arr hours to be worked daily, weekly, and annually by each classification and pension. Bidder's costs for insurance, supplies, equipment, ove Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices indicated in Form PW-2.1, Schedule of Prices, shall prevail.  The above information was compiled from records that a the Bid.	-1, Los Ar ived at the ; hourly ar erhead, ar . When th	ngeles Co e propose nd annual nd any ot nere is a	ounty Co ed contra I wages her miso discrepa	ode Chap act price to be pa cellaneou ancy beto	oter 2.20 This mid to each	1 - Livin tethodol ch classi are to e price c	ng Wage logy is to ification; be showi quoted in	Program. Hour reflect employed estimated annua n as requested. Form PW-2.1, \$	ly rates that are not in e classifications to be al payroll taxes; estima These costs, plus th Schedule of Prices, an	used (e.g., landscape ated annual allowance te gross labor costs a and this cost methodol	e maintenance laborer, working supervisor, etc.) es for vacation, sick, holiday, health and welfare and projected profit, must match the total to the logy, Form LW-8.1, the correctly calculated price
Name of Bidder			-	Signa	ture				-	Date	

STAFFING PLAN AND COST METHODOLOGY FOR CON	TRACT:	GRAFI	ITI RE	MOVA	L SER\	/ICES	DISTRI	CT 3 (BRC000	0285)		
PROPOSER:											
POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE		THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	COST
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:						<u> </u>				Total Salaries	\$
					(1) Vac	ations,	Sick Lea	ve, Holiday			\$
**Important: LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO	) I IVING V		IRLY R			Ith Insu		<u> </u>	\$		
CONTRACT TERM SPANS THROUGH MULTIPLE LIVING WAGE					(3) Pay	roll Tax	es & Wo	rkers' Compensa	\$		
CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES I					(4) Wel	fare and	d Pensio	n			\$
RATE. Proposer's Form LW-8, Staffing Plan and Cost Methodol									Total Employee	Benefits (1+2+3+4)	\$
hours for each day of the workweek (Monday-Friday) as request	tea in the	Scope o	WORK.	-	(5) Equ	ipment	Costs				\$
					(6) Serv	vice and	d Supply	Costs		\$	
					(7) Gen	eral an	d Admini	strative Costs	\$		
					(8) Prof	fit			\$		
									Total Otl	ner Costs (5+6+7+8)	\$
										TOTAL PRICE	\$
* All employees shown must be FULL-TIME employees of the Bidde  ** Living wage rate shall be at the wage rate as set forth in Form LW.  Note: This cost methodology is to show, in detail, how the Bidder and hours to be worked daily, weekly, and annually by each classification and pension. Bidder's costs for insurance, supplies, equipment, ov.  Bidder's annual price as quoted in Form PW-2, Schedule of Prices indicated in Form PW-2, Schedule of Prices, shall prevail.  The above information was complied from records that a  the Bid.	/-1, Los Ar rived at the n; hourly ar erhead, an . When th	geles Co propose d annual d any otl ere is a	unty Co d contra wages ner miso discrep	ode Chap act price. to be pa cellaneou ancy bet	oter 2.20 This mid to eacus costs ween th	1 - Livin ethodol ch class are to e price	ng Wage logy is to ification; be show quoted i	Program. Houri reflect employee estimated annua n as requested. n Form PW-2, S	ly rates that are not in e classifications to be al payroll taxes; estima These costs, plus th Schedule of Prices, an	used (e.g., landscap ated annual allowance e gross labor costs a nd this cost methodo	e maintenance laborer, working supervisor, etc.; es for vacation, sick, holiday, health and welfare and projected profit, must match the total to th ology, Form LW-8, the correctly calculated price
Name of Bidder				Signa	ture				-	Date	

STAFFING PLAN AND COST METHODOLOGY FOR CONT	RACT:	GRAF	FITI RE	MOVA	L SER\	/ICES	DISTRI	CT 3 (BRC000	0285)		
PROPOSER:											
POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	соѕт
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:	•								•	Total Salaries	\$
***************************************		1101	IDI V D	ATE	(1) Vac	ations,	Sick Leav	ve, Holiday			\$
**Important: LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO	LIVING V		JRLY R ATES IF		(2) Hea	ılth Insu	rance			\$	
CONTRACT TERM SPANS THROUGH MULTIPLE LIVING WAGE					(3) Pay	roll Tax	es & Wo	rkers' Compensa	\$		
CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES II					(4) Wel	lfare and	d Pensior	n			\$
RATE. <u>Proposer's Form LW-8, Staffing Plan and Cost Methodol</u> hours for each day of the workweek (Monday-Friday) as request					Total Employee Benefits (1+2+3+4) \$						
industrial each day of the workweek (Monday-Friday) as request	eu iii tiie	ocope o	I WOIK.	-	(5) Equ	ipment	Costs		\$		
					(6) Serv	vice and	Supply	Costs	\$		
					(7) Gen	neral and	d Adminis	strative Costs	\$		
					(8) Prof	fit			\$		
									\$		
										TOTAL PRICE	\$
* All employees shown must be FULL-TIME employees of the Bidde  ** Living wage rate shall be at the wage rate as set forth in Form LW  Note: This cost methodology is to show, in detail, how the Bidder arr hours to be worked daily, weekly, and annually by each classification and pension. Bidder's costs for insurance, supplies, equipment, ove Bidder's annual price as quoted in Form PW-2, Schedule of Prices indicated in Form PW-2, Schedule of Prices, shall prevail.  The above information was complied from records that a the Bid.	-1, Los Ar ived at the ; hourly ar erhead, an When th	geles Co propose d annual d any otl	ounty Co d contra wages her miso discrepa	ode Chap act price. to be pa cellaneou ancy bet	oter 2.20 This m id to ead us costs ween th	1 - Livin nethodol ch classi are to ne price	ng Wage ogy is to ification; be show quoted i	Program. Hourl reflect employee estimated annua n as requested. n Form PW-2, S	ly rates that are not in e classifications to be al payroll taxes; estima These costs, plus th Schedule of Prices, an	used (e.g., landscape ated annual allowance gross labor costs a nd this cost methodo	e maintenance laborer, working supervisor, etc.); es for vacation, sick, holiday, health and welfare, and projected profit, must match the total to the llogy, Form LW-8, the correctly calculated price
Name of Bidder			•	Signa	ture				-	Date	

POSITION/TITLE *	1		ноп	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	Γ
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED		FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	соѕт
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:										Total Salaries	\$
**Important:		HOI	JRLY R	ΛTE	(1) Vaca	ations, \$	Sick Leav	∕e, Holiday			\$
LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TV	VO LIVING V				(2) Hea	lth Insu	rance			\$	
CONTRACT TERM SPANS THROUGH MULTIPLE LIVING WAG					` '			kers' Compensa	\$		
CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES					(4) Welt	fare and	d Pension	1	\$		
RATE. <u>Proposer's Form LW-8, Staffing Plan and Cost Method</u> hours for each day of the workweek (Monday-Friday) as reque									Benefits (1+2+3+4)	\$	
					(5) Equi	ipment (	Costs			\$	
					(6) Serv	ice and	Supply (	Costs			\$
					` '		d Adminis	strative Costs	\$		
					(8) Prof	it			\$		
									\$		
										TOTAL PRICE	\$
* All employees shown must be FULL-TIME employees of the Bid  ** Living wage rate shall be at the wage rate as set forth in Form I  Note: This cost methodology is to show, in detail, how the Bidder hours to be worked daily, weekly, and annually by each classificat and pension. Bidder's costs for insurance, supplies, equipment, Bidder's annual price as quoted in Form PW-2, Schedule of Pric indicated in Form PW-2, Schedule of Prices, shall prevail.  The above information was complied from records that the Bid.	LW-1, Los An arrived at the ion; hourly an overhead, an es. When th	geles Co propose d annual d any otl ere is a	ounty Co d contra wages her miso discrepa	nde Chap act price. to be pai cellaneou ancy bet	ter 2.20° This modified to each us costs ween the	1 - Livin ethodol h classi are to l e price	ng Wage I ogy is to ification; of be showr quoted ir	Program. Houri reflect employee estimated annua n as requested. n Form PW-2, S	ly rates that are not in e classifications to be al payroll taxes; estima These costs, plus th Schedule of Prices, an	used (e.g., landscape ated annual allowance e gross labor costs a nd this cost methodo	e maintenance laborer, working supervisor, etc.) es for vacation, sick, holiday, health and welfare and projected profit, must match the total to the logy, Form LW-8, the correctly calculated price
Name of Bidder			•	Signa	ture				-	Date	

# Part II Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

**AND** 

[NAME OF CONTRACTOR]

**FOR** 

GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

#### **TABLE OF CONTENTS**

#### AGREEMENT FOR

### GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

SAMPLE AGRE	EMENT	PAGE 1-4
	Scope of Work	
EXHIBITS B-F	Intentionally Omitted [Please refer to RFSQ for Graffiti Removal Services (2015-SQPA002) and Addendums 1-6]	
EXHIBIT G	Graffiti Removal Services Supervisorial District 3	
EXHIBIT H	Work Locations: Graffiti Removal Services District 3	

P:\aepub\Service Contracts\CONTRACT\Jairo\GRAFFITI-ZONES\2022 IFB\IFBs\SD 3\05 TOC-AGREEMENT-PROP\_A.docx

# SAMPLE AGREEMENT FOR GRAFFITI REMOVAL SERVICES DISTRICT 3 (BRC0000285)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, 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], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR). WITNESSETH FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_\_, 2022, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 3 (BRC0000285). 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 Requirements Summary; Exhibit G, Los Angeles County Graffiti Removal Services District 3, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, 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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.4, an amount not to exceed the maximum potential contract sum of \$ for the entire contract period plus any remaining amount unused from the previous Contract terms, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$ the sum for the first optional term is \$ ; the sum for the second optional term is ; the sum for the third and last optional term is \$ a month-to-month extension up to 6 months at the PW-2.4 rates for \$ FOURTH: This Contract's initial term shall be for a period of 1 year commencing on , or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extension, for a maximum total Contract term of 4 years and 6 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior

to the end of a term. The Director will provide a written notice of nonrenewal at least 10 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.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices.

SIXTH: 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:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: 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.

<u>EIGHTH</u>: 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.

NINTH: 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 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: 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 G, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the Request for Statement of Qualifications document and this Invitation for Bids' Scope of Work resulting from the Request for Statement of

Qualifications (2015-SQPA002), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

<u>FOURTEENTH</u>: 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. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, 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
ATTEST:	By Chair, Board of Supervisors
CELIA ZAVALA Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
DAWYN R. HARRISON Acting County Counsel	
By Deputy	
Type/Print Name	[NAME OF CONTRACTOR]
	Ву
	Its President
	Type/Print Name
	Ву
	Its Secretary
	Type/Print Name

P:\aepub\Service Contracts\CONTRACT\Jairo\GRAFFITI-ZONES\2022 IFB\IFBs\SD 3\06 AGREEMENT COUNTY CHAIR PROP A.doc

#### SCOPE OF WORK

#### **GRAFFITI REMOVAL SERVICES DISTRICT 3**

#### A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062, e-mail address: <a href="mailto:adechellis@dpw.lacounty.gov">adechellis@dpw.lacounty.gov</a>, Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the PM.

#### B. Work Locations

The Work location under this Contract is District 3 as shown on Exhibit G. The Contractor is to provide graffiti removal services in the areas indicated in this Exhibit.

The numbers of graffiti tags removed by the County's Contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this Contract will vary from, and may exceed, the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti according to the Specifications of this Contract.

Fiscal Year	Number of Tags
	Removed - District 3
FY 21/22	568
FY 20/21	864
FY 19/20	743

#### C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint-out projects to beautify surfaces and objects as requested by the PM or Designee. Paint-out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color-matching. Public Works Graffiti Abatement Program's goal is to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if graffiti marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals is directly impacted when the graffiti is quickly removed.

#### D. Work Description – General Statement

The primary objective of this Contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial, and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations and painters' performance. The Contract Monitor is the "designee" of the PM, they patrol the areas; identify and report graffiti; monitor the work done by the contractor; and act as the point of contact for constituent referrals, complaints, and issues relating to the Contract, work, and Contractor crews. They manage the area covered in the Contract on behalf of the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of the Contract work locations, the abatement areas, graffiti removal methods and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

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.

#### E. <u>General Graffiti Removal Services</u>

#### The Contractor shall:

- Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
  - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours seven days a week, upon notification.
  - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, seven days a week, upon request.
  - c. Remove graffiti within 72 hours, five days a week upon notification.
- 2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not the original graffiti removal was done by current contractor. Graffiti shall be removed using new or recycled water-based paint. The Contractor shall make the best possible match to the existing color.
- 3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works Land Development Division Graffiti Abatement Section Attention Ms. Arienne DeChellis 900 South Fremont Avenue Alhambra, CA 91803-1331

- 4. Perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.
- 5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing County approved solvents (see subparagraph E.9).
- 6. Remove graffiti, do paint-out projects over walls, as well as murals (murals shall only be removed with written authorization from the PM see paragraph BB. Murals). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, the Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
- 7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), scaffolds and bucket trucks.
- 8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

- 9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:
  - a. OFF-B, graffiti remover liquid form
  - b. 3M™ Citrus Base Industrial Cleaner
  - c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, the Contractor shall reject the work order, and email picture of damaged sign to PM and designee for handling.

- 10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol, and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, the Contractor shall stay informed of new techniques of graffiti removal products and equipment.
- 11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, the Contractor shall notify Public Works immediately. In addition, if the Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
- 12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
- 13. Direct PM and/or Designee to obtain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
- 14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the Graffiti Abatement Referral System (GARS) and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

#### F. Hours and Days of Operation

The days of operation shall be Monday through Sunday between the hours of 7 a.m. to 6 p.m., except for the following observed holidays.

#### Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

#### G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

#### H. Supervisor Qualifications

The Contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations, graffiti removal methods and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

#### I. <u>Vehicle Signage</u>

Vehicle signage will include the Contractor's name or firm's name, together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2 inches in height, on both sides of all trucks/vehicles used in the graffiti removal work locations.

#### J. Responsibilities of Contractor

- 1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.
- 2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.

- 3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
- 4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.
- 5. All crews shall receive a minimum of one eight-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not limited, to the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
- 6. Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
- 7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of Subcontractors shall be deemed a material breach of Contract unless expressly authorized in writing by the PM.

#### K. Graffiti Removal Services

For graffiti removal from County owned and private property, the contractor shall adhere to the following additional specifications:

- 1. Water-based and/or recycled paint shall be used.
- 2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non-County-owned or private property shall not be allowed.
- 3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If the sidewalk has been previously painted, it shall be painted over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
- 4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white)

depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.

- 5. Chainlink Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
- 6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but the bridge floor shall be pressure washed if not previously painted. If previously painted, the Contractor shall paint the bridge with water-based paint mixed with sand. Please notify Public Works to prepare work area to make it free of debris prior to removing graffiti off of these footbridges. The Contractor shall schedule and complete removals during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control devices to divert pedestrians and cyclists.
- 7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from the rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
- 8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags" shall be removed.
- Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
- 10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.
- 11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall either pressure wash or paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as

possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

- 12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor believes that pressure washing may damage it, the Contractor will contact Public Works Contract Monitor to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
- 13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.
- 14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.
- 15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand. No pressure washing will be utilized.
- 16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.
- 17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
- 18. Electrical boxes, traffic control boxes, telecommunication boxes, etc., (if they are sage green or beige) paint over color matching entire box.

#### L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees, to use private property for removing graffiti, eating, coffee breaks, or any other reason; or use water or electricity from such property without written permission from the owner. If, for any reason, the Contractor finds it needs to encroach upon private property in order to remove graffiti, the Contractor shall first inform the Contract Monitor to obtain written permission from the owner –prior to entering upon such lands. In performing any work or doing any activity on lands inside or outside of public rights of way, the

Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

#### M. Additional Location(s)/Work

- 1. Additional area(s) and/or work may be added during the Contract period. Within 24 hours of a request from the PM for additional services, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. The Contractor shall be paid for additional work in accordance with the rates submitted in the Form PW-2, Schedule of Prices. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or her designee, the additional work and/or areas may be added to the Contract by amendment or change order.
- 2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
- 3. The Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

#### N. <u>Utilities</u>

Public Works will not provide utilities.

#### O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

#### P. Removal of Debris

All debris derived from this service 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. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES.

The Contractor is advised that due to the nature of this Contract, 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 PM. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the

Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

#### Q. Special Safety Requirements

- 1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the contractor's standard safety practice.
- 2. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
- 3. The Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

#### R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

- 1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
- 2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.
- 3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
- 4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to Federal, State, and local laws.

#### S. <u>Project Safety Official</u>

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 the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

#### T. Responsibilities of Public Works

The Director, acting through the PM, or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of these areas under Contract to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld in accordance with the schedule of liquidated damages under Item Y if any terms and conditions of this contract are not complied with by the Contractor.

#### U. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, siting 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 latest edition of the County of Los Angeles Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles Department of Public Works Cashiers Office 900 North Fremont Avenue Alhambra, CA 91803 Telephone (626) 458-6959

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 storm water pollution in conjunction with all its activities and operations:

#### WASTE MANAGEMENT

WM 005	Solid Waste Management
WM 006	Hazardous Waste Management
WM 009	Sanitary/Septic Waste Management

#### VEHICLE AND EQUIPMENT MANAGEMENT

-A.12-

NS 008	Vehicle and Equipment Cleaning
NS 009	Vehicle and Equipment Fueling
NS 010	Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor 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, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

#### V. 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 three days at the Contractor's expense and to the satisfaction of the PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the annual price.

#### W. 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 jurisdiction during the work. The County's inspection of the work shall <u>not</u> 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 and regulations, which are applicable to the work.

#### X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. The Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are

responsible for implementing, monitoring, controlling, and reporting on the quality of work.

The Contractor's Quality Control representatives will be separate and distinct from the Contractor's supervisor or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of Contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the PM. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

#### Y. <u>Performance Requirements and Liquidated Damages</u>

- 1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
- 2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.
- 3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

#### PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a Federal, State, regional, or local 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.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost
Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
Insurance certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	0%	100% inspection on a periodic basis	All contract remedies reserved	All contract remedies reserved
Employees well oriented to job	Employees must have thorough knowledge of requirements under this contract.	0%	100% inspection on a periodic basis; complaints.	10% of total monthly amount of contract cost.	\$50 for each employee not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
Respond to complaints, requests and discrepancies	Respond within the time frame outlined in the specifications.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per complaint not responded to within the time frame outlined in the specifications
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.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 72 hours Monday through Friday. Upon notification	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$5 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Reporting of graffiti removed	Graffiti requests for removal closed within 72 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

#### Z. Contractor Licensing

Contractor shall possess a valid and active C-33 State of California-issued Contractor's license throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California-issued Contractor's License may lead to Contract termination or suspension.

#### AA. Subcontracting

Subcontracting is prohibited.

#### BB. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the PM.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up," or "buff out" any murals unless advised by Public Works or PM to do so.

#### CC. Proposed Monthly Price

All services required in this Exhibit A, Scope of Work shall be included in the monthly price quoted by the contractor in Form PW-2, Schedule of Prices.

#### DD. Request of 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.

P:\aepub\Service Contracts\CONTRACT\Jairo\GRAFFITI-ZONES\2022 IFB\IFBs\SD 3\07 SOW.doc

## **EXHIBIT B-F**

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

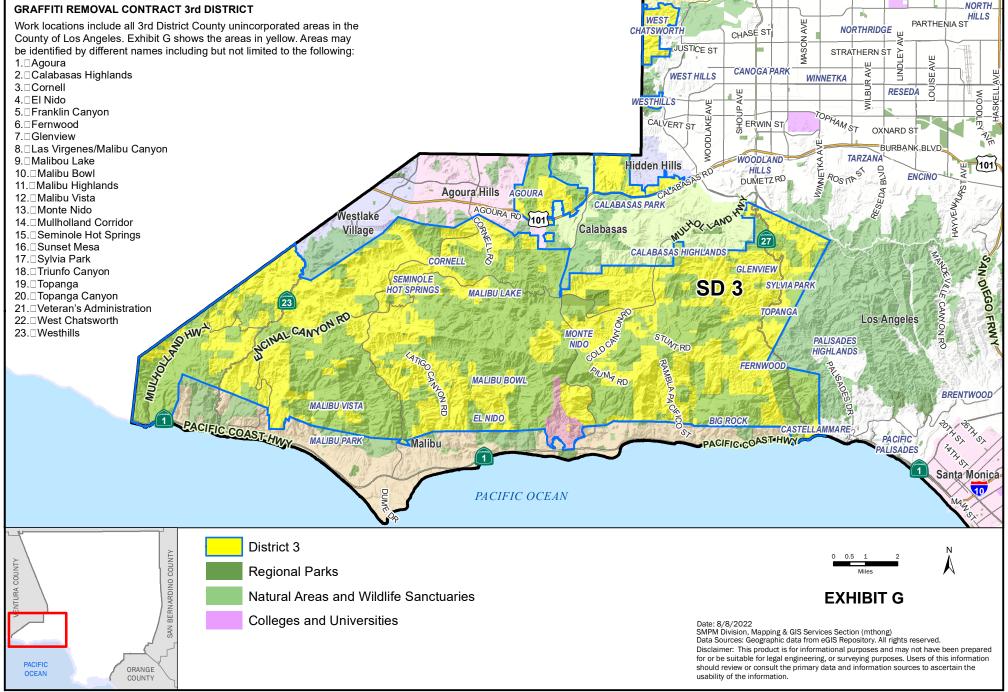
Exhibit F: Bids Submission Instructions

See Request for Statement of Qualifications for Graffiti Removal Services (2015-SQPA002) and Addenda 1-4 for the above Exhibits that are incorporated here by reference.



## Graffiti Removal Services Supervisorial District 3





#### **WORK LOCATIONS**

#### **GRAFFITI REMOVAL SERVICES DISTRICT 3**

Work locations include all 3<sup>rd</sup> District County unincorporated areas in the County of Los Angeles. Exhibit G shows the areas in yellow. Areas may be identified by different names including but not limited to the following:

- 1. Unincorporated Agoura
- 2. Calabasas Highlands
- 3. Unincorporated Chatsworth
- 4. Cornell
- 5. El Nido
- 6. Franklin Canyon
- 7. Fernwood
- 8. Glenview
- 9. Las Virgenes/Malibu Canyon
- 10. Malibou Lake
- 11. Malibu Bowl
- 12. Malibu Highlands
- 13. Malibu Vista
- 14. Monte Nido
- 15. Mullholland Corridor
- 16. Seminole Hot Springs
- 17. Sunset Mesa
- 18. Sylvia Park
- 19. Triunfo Canyon
- 20. Topanga
- 21. Topanga Canyon
- 22. Veteran's Administration
- 23. West Chatsworth
- 24. Westhills