

MARK PESTRELLA, Director

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

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

> IN REPLY PLEASE REFER TO FILE: BRC-1

February 22, 2018

INVITATION FOR BIDS FOR GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

PLEASE TAKE NOTICE that Public Works requests bids for the contract for Graffiti Removal Services District 1 - East (2018-PA018). The services requested in this Invitation for Bids (IFB) include both prevailing wage and nonprevailing wage For more information, please note the important Notice Regarding work. **Prevailing Wage and Living Wage section of this IFB on page 3.** This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-vear term and potential additional three 1-year option renewals. The total annual contract amount for the initial year of these services is estimated to be \$200,000. The IFB with contract specifications. forms. and instructions for preparing and submittina bids may be accessed at http://dpw.lacounty.gov/brcd/servicecontracts/ be requested from or may Mr. Benjamin Sandoval at (626) 458-7334 bsandoval@dpw.lacounty.gov or or Mr. Jairo Flores at (626) 458-4069 or iflores@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Public Works' "Business Opportunities" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at <u>http://dpw.lacounty.gov/general/contracts/opportunities/</u>. 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.**

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

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <u>http://dcba.lacounty.gov</u>.

Minimum Mandatory Requirements: At the time of bid submission, bidders must meet all minimum mandatory requirements set forth in the RFSQ and IFB document 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).

Note: The use of subcontractors is prohibited for this service.

Mandatory Bidders Conference:

A bidder's conference will be held on <u>Tuesday, March 6, 2018, at 2 p.m.</u> at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. <u>ATTENDANCE BY THE BIDDER OR AN AUTHORIZED</u> <u>REPRESENTATIVE AT THE CONFERENCE IS MANDATORY</u>. Public Works will reject bid Submissions from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid Submission requirements, and contract terms. After the conference, bidders must submit questions in writing and request information for this solicitation within three business days from the date of the conference. February 22, 2018 Page 3

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 works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the Request for Statement of Qualifications (RFSQ), Graffiti Removal Services (2015-SQPA002).
- 2. The services requested in this IFB include both prevailing wage and nonprevailing wage work. For example, activities, such as physically removing 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; however, other activities needed to perform this work may not be subject to prevailing wage.
- 3. Bidders shall comply with both the Prevailing Wage and Living Wage Ordinance (LWO) requirements. 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 for nonprevailing wage work. 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 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 note 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 <u>www.dir.ca.gov/dlsr/pwd/index.htm</u>. 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 the County of Los Angeles Department of Public Works. Construction Division, and will be made available for inspection by request to the Contract Manager (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, bidders 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.

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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. <u>If your LW-8 fails to demonstrate compliance with this requirement, your bid may be rejected.</u>

Note that the numbers of graffiti tags removed by the County's contractor in prior years are indicated in this IFB's 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. Signed in as attending the bidders Conference.
- 2. Completed and signed all appropriate forms listed in this IFB, Part I, Forms.
- 3. Submitted 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. Demonstrated payment of prevailing wage and living wage appropriate for the required work on Form LW-8, Cost Methodology.
- 5. Submitted **five** complete sets of the bid that includes all related information in the following formats:
 - Paper: One original and two copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.

 One redacted electronic copy - bidder shall redact any trade secret, confidential, proprietary, or other personal information from the bid, such as Social Security numbers.

The deadline to submit written questions for a response is <u>Monday, March 12, 2018,</u> <u>at 5:30 p.m.</u> 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 <u>Monday, March 19, 2018, at 5:30 p.m.</u> Please direct your questions to Mr. Sandoval at (626) 458-7334. Bids must be submitted to the County of Los Angeles Department of Public Works Cashier's Office, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

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:

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

E-mail: <u>bsandoval@dpw.lacounty.gov</u>	or	E-mail: jflores@dpw.lacounty.gov
Telephone: (626) 458-7334		Telephone: (626) 458-4069
Facsimile: (626) 458-4960		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. February 22, 2018 Page 7

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.

 <u>LSBE, DVBE, or SE Preference Programs</u>: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference 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 thought 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 Proposer's average Adjusted Total Proposed Annual Price for years 1 through 4 and multiply the result by the maximum possible points for this evaluation criterion. The proposal 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.

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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 Business Relations and Contracts Division/(BRC-1).

Very truly yours,

MARK PESTRELLA Director of Public Works ROSSANA D'ANTONIO

Deputy Director

A.D. BC

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Enc.

JF

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)



Approved FEERUAN 2.2. 2018 MARK PESTRELLA Director of Public Works By: Deputy Director

INVITATION FOR BIDS

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

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PART II

SAMPLE AGREEMENT FOR GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

<u>EXHIBITS</u>

- A.1 Scope of Work replaced with Exhibit A, SOW DISTRICT 1 EAST
- B-F Intentionally Omitted [Please refer to RFSQ for Graffiti Removal Services (2015-SQPA002) and addendums 1-4]
- G. Location Map: Los Angeles County Graffiti Removal Services District 1 – East

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TABLE OF FORMS (LIVING WAGE CONTRACT)

PW-2.1-2.5 SCHEDULE OF PRICES

. . .

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DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$	12	\$
TOTAL ANNUAL PROPOSED PRICE = \$				

LEGAL NAME OF PROPOSER					
SIGNATURE OF PERSON AUTHORIZED TO SU	IBMIT PROPOSAL				
TITLE OF AUTHORIZED PERSON					
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE			
BROBOSER'S ADDRESS					
PROPOSER'S ADDRESS:					
PHONE	FACSIMILE	E-Mail			

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$	12	\$
TOTAL ANNUAL PROPOSED PRICE = \$				

LEGAL NAME OF PROPOSER					
SIGNATURE OF PERSON AUTHORIZED TO SU	JBMIT PROPOSAL				
TITLE OF AUTHORIZED PERSON					
DATE	STATE CONTRACTOR'S LICENSE NUMBER				
DATE	STATE CONTRACTOR'S LICENSE NOMBER	LICENSE TYPE			
PROPOSER'S ADDRESS:					
PHONE	FACSIMILE	E-Mail			
L					

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$	12	\$
TOTAL ANNUAL PROPOSED PRICE = \$				

LEGAL NAME OF PROPOSER					
SIGNATURE OF PERSON AUTHORIZED TO SU	BMIT PROPOSAL				
TITLE OF AUTHORIZED PERSON					
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE			
PROPOSER'S ADDRESS:					
PHONE	FACSIMILE	E-Mail			

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$	12	\$
TOTAL ANNUAL PROPOSED PRICE = \$				

LEGAL NAME OF PROPOSER					
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL					
TITLE OF AUTHORIZED PERSON					
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE			
PROPOSER'S ADDRESS:					
PHONE	FACSIMILE	E-Mail			

SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

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 1 - EAST (Initial Term)	\$
2	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (Option Year 1)	\$
3	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (Option Year 2)	\$
4	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (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					
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT					
	IT NOT OSAL				
TITLE OF AUTHORIZED PERSON					
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)			
		LICENSE ITTE (IL AFFEICABLE)			
		1			
PROPOSER'S ADDRESS:		·			
PHONE	FACSIMILE	E 8.6.0			
		E-Mail			
		1			

FORM PW-9.1 (SUPPLEMENTAL)

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

I. <u>INSTRUCTIONS</u>: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

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

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

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

□ Request for Social Enterprise (SE) Program Preference

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

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- □ Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- □ 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.

*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

DCBA certification is attached.

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:	ature: Date:		
Reviewer'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. <u>FIRM/ORGANIZATION INFORMATION</u>: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:	Sole Proprietorsh	ip 🗖 Partn	nership	Corporation	Nonprofit	Franchise	
Other (Please	Other (Please Specify):						
Total Number of Employees (including owners):							
Race/Ethnic Compositi	ion of Firm. Please dia	stribute the ab	ove total numbe	r of individuals in	to the following c	ategories:	
Race/Ethnic Comp	osition		Partners/ e Partners	Mana	igers	St	aff
		Male	Female	Male	Female	Male	Female
Black/African Americ	can						
Hispanic/Latino							
Asian or Pacific Islar	nder						
American Indian							
Filipino							
White							

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	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	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

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

Authorized Signature:	Title:	Date:

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

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

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

Print Name:	Title
Signature:	Date:

BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY **REQUIREMENTS OF THE INVITATION FOR BIDS GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)**

BIDDER MUST CHECK A BOX IN EACH SECTION

Important Note: The information on this form is subject to verification.

At the time of Bids Submission, Bidder must meet the following minimum mandatory requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
1			

*List the page number in the bid containing a copy of the license.

No. Bidder does not possess a valid and active C-33 State of Californiaissued Contractor's License. By checking this box, the Bid Submission will be immediately disgualified as nonresponsive.

2. 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/Experience

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

Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, 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 Services/Experience

No. Bidder or it's managing employee does not meet the experience requirement stated above. <u>By checking this box, the Bid Submission</u> will be immediately disgualified as nonresponsive.

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.**

☐ Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Date	Expiration Date

No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. <u>By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.</u>

- 3.1 Prevailing Wage Payment Affirmation:
 - Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.
 - No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. By checking this box, the Bid Submission will be immediately disgualified as nonresponsive.

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:	

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
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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 (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Instructions to complete PW-2s, Schedule of Prices and LW-8s, 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 October 1, 2017, and will end September 30, 2018, 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: 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.

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 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.

FORM LW-4.1 (SUPPLEMENTAL)

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

LIVING WAGE ORDINANCE:



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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS:

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

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

The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR

There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (*The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.*)

HISTORY OF DEBARMENT (Check one):

The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR

The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

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

FORM LW-7.1 (SUPPLEMENTAL)

PROPOSER'S EMPLOYEE BENEFITS

Proposer:				
Name of Proposer's I	Health Plan:		Date:	
Medical Insurance/He	ealth Plan:			
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$		
Annual Deductible Employe		Family \$		
	X-Ray and Laboratory			
Dental Insurance:			1	
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$		
Life Insurance:				
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$		
Vacation:				
Number of Days	and			
Any increase after	years of employment,	number of days or hours		
Sick Leave:				
Number of Days	and			
Any increase after	years of employment,	number of days or hours		
Holidays:				
Number of Days	per year			
Retirement:				
Employer Pays \$	Employee Pays \$	Total Premium \$		

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

PROPOSER:

POSITION/TITLE *		Ĥ	HOURS PER DAY	R DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON TUE	E WED	THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	COST
								-		\$
							i			.
				 						\$
										÷
										÷
										69
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										69
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Comments/Notes:	2								Total Salaries	ω
				(1) Vac <i>a</i>	(1) Vacations, Sick Leave, Holiday	ik Leave,	Holiday			\$
I IVING WAGE RATE IE CONTRACT TEPMS SPANS THPOLICH MILLTRI E LIVING WAGE RATE		ER OF TH	E TWO	(2) Heal	(2) Health Insurance	lce				69
YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN		SE RATES	IN THE	(3) Payr	oll Taxes	& Worke	(3) Payroll Taxes & Workers' Compensation	on		\$
LW-8s PER EACH YEAR'S RATE.				(4) Welf	(4) Welfare and Pension	ension				Ф
								Total Employee	Total Employee Benefits (1+2+3+4)	ю
				(5) Equi	(5) Equipment Costs	sts				\$
				(6) Serv	(6) Service and Supply Costs	upply Cos	sts			\$
				(7) Gene	eral and A	dministra	(7) General and Administrative Costs			Ф
				(8) Profit						6
								Total Oth	Total Other Costs (5+6+7+8)	Ф
									TOTAL PRICE	\$

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection. indicated in Form PW-2.1, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Name of Bidder

Signature

FORM LW-8.2 OPTION YEAR 1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: <u>GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)</u>

PROPOSER:__

	COST	6	- 	\$. 69	\$	\$ 6	8	\$ \$	θ	\$	6										
HOURLY	WAGE RATE**									Total Salaries				\$	Total Employee Benefits (1+2+3+4) \$	6	\$	69	\$	Total Other Costs (5+6+7+8) \$	TOTAL PRICE \$	
APPROXIMATE	HOURS (52 x Hrs per wk)												lon		Total Employee					Total Oth		
HOURS	PER WEEK										(1) Vacations, Sick Leave, Holiday		(3) Payroll Taxes & Workers' Compensation				Costs	(7) General and Administrative Costs				
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	IU FRI								 		/acations,	(2) Health Insurance	ayroll Ta	Velfare ar		(5) Equipment Costs	iervice an	eneral ar	rofit			
HOURS PER DAY	WED THU					_		_	 _							(2) E	(e) S	(2)	(8) Profit		_	
HOURS	TUE V			_	-	_			_				ES IN THE									
	NOM		-					+	_			INTRO OF										
	SUN				_		-		-													
POSITION/TITLE *	(LIST EACH EMPLOYEE SEPARATELY)									Comments/Notes:		LIVING WAGE RATE IF CONTRACT TERMS SDANS THROUGH MULTED ELIVER WASE PATE	YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN	LW-8s PER EACH YEAR'S RATE.								

All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County,

and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may suject your proposal to rejection. indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Name of Bidder

Signature

FORM LW-8.3 OPTION YEAR 2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

PROPOSER:

POSITION/TITLE *		Ξ	HOURS PER DAY	R DAY		-	HOURS	APPROXIMATE	HOURLY		
(LIST EACH EMPLOYEE SEPARATELY)		MON TL	TUE WED	UHT	FRI	SAT	PER WEEK	HOURS	WAGE RATE**	COST	
								(52 x Hrs per wk)			
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										\$	1
	-	-	_			_				\$	1
Comments/Notes:									Total Salaries	6	1
				(1) Vac	(1) Vacations, Sick Leave, Holiday	ck Leave,	, Holiday				11
LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MILLING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MILLING MILLING WAGE		<u>TER</u> OF T	HE TWO		(2) Health Insurance	nce				6	1
YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE		GE RATE:			roll Taxes	& Worke	(3) Payroll Taxes & Workers' Compensation	no		ы	T
LW-8s PER EACH YEAR'S RATE.					(4) Welfare and Pension	Pension				¢	1
								Total Employee	Total Employee Benefits (1+2+3+4)	÷	1
				(5) Equi	(5) Equipment Costs	osts				- 	17
				(6) Serv	(6) Service and Supply Costs	supply Co.	sts			\$,
				(7) Gen	eral and A	Administra	(7) General and Administrative Costs			6	1
				(8) Profit	H					6	7
								Total Oth	Total Other Costs (5+6+7+8)	ю	
	-										11
									TOTAL PRICE	\$,
* All amployees chown must he GULL TIME monored to the second sec	-		i I								

All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may suject your proposal to rejection. indicated in Form PW-2, Schedule of Prices, shall prevall.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Name of Bidder

Signature

FORM LW-8.4 OPTION YEAR 3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

PROPOSER:

POSITION/TITLE *		Ξ	HOURS PER DAY	ER DAY			HOURS	APPROXIMATE	HOURLY		
(LIST EACH EMPLOYEE SEPARATELY)	SUN N	MON TL	TUE WED	DHT D	J FRI	SAT	PER WEEK	HOURS	WAGE RATE**	COST	-
		_						(52 x Hrs per wk)			
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										69	T
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										\$	1
	+		_		_					\$	T
										69	1
			_		_					\$	1
Comments/Notes:									Total Salaries	ю	1
					cations,	Sick Leav	(1) Vacations, Sick Leave, Holiday			÷	
LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE I LIVING WAGE			HE IWO		(2) Health Insurance	Irance				6	-
YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE		GE RATE	S IN THE		yroll Tax	tes & Wor	(3) Payroll Taxes & Workers' Compensation	lon		6	T
LW-8s PER EACH YEAR'S RATE.					elfare an	(4) Welfare and Pension	-			\$	T
								Total Employee	Total Employee Benefits (1+2+3+4)	\$	1
				(5) Eq	(5) Equipment Costs	Costs				\$	D -
				(6) Se	rvice and	(6) Service and Supply Costs	Costs			69	T
				(7) Ge	neral an	d Adminis	(7) General and Administrative Costs				1
				(8) Profit	offt					69	-
								Total Oth	Total Other Costs (5+6+7+8)	69	T
											11
									TOTAL PRICE	\$	-
* All amployaes shown must be EULL TIME amployees of the Diddee material											

All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail. Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may suject your proposal to rejection.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Name of Bidder

Signature





BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

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AGREEMENT FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

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	(2015-SQPA002) and Addendums 1-4]	
EXHIBIT G	Location Map	

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SAMPLE AGREEMENT FOR

<u>GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST</u> (2018-PA018)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on ______, 2015, and Bid Submission filed with COUNTY on ______, 2018, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 1 - East (2018-PA018).

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, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, 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.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$_____ per year or such greater amount as the Board may approve (Maximum Contract Sum).

<u>FOURTH</u>: This Contract's initial term shall be for a period of one 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 one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<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, respectively.

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

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

<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.

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

<u>TENTH</u>: No Cost-of-Living Adjustments 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.

<u>TWELFTH</u>: 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>: 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.

// // // // 11 // // // 11 // // // // // // // // // // // // // // // // // 11 // // // // // // // // // // //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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

By___

Chairman, Board of Supervisors

ATTEST:

CELIA ZAVALA Acting Executive Officer of the Board of Supervisors of the County of Los Angeles

By _____ Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By_____ Deputy

[NAME OF CONTRACTOR]

Ву_____

Its President

Type or Print Name

By _____ Its Secretary

Type or Print Name

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SCOPE OF WORK

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST

A. <u>Public Works Program Manager</u>

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062 or <u>adechellis@dpw.lacounty.gov</u>, 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. <u>Work Locations</u>

The Work location under this contract is District 1 - East, as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 1 - East.

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 within District 1 - East, according to the Specifications of this contract.

Fiscal Year	Number of Tags Removed District 1 - East
FY 14/15	10,000
FY 15/16	9,630
FY 16/17	10,550

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. <u>Work Description – General Statement</u>

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, including painters' performance. The Contract Monitors are the primary contact person with Contractors. They patrol the areas; identify and report graffiti; monitor the work done by the Contractor; act as the point of contact for constituent referrals and complaints; and issues relating to the contract, work, and Contractor crews. The Contract Monitors, monitor and observe the area covered in the contract and report to the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of 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:

- 1. 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 crossouts) within 24 hours 7 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, 7 days a week, upon request.
 - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
- 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 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 5th 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 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, 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 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, 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, Contractor shall reject the work order, and e-mail picture of damaged sign to PM or 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, 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, Contractor shall notify Public Works immediately. In addition, if 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. Obtain and retain 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 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 Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

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

G. <u>Telephone Communications</u>

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. <u>Supervisor Qualifications</u>

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. <u>Responsibilities of Contractor</u>

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. The 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 8-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 be 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. The 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. <u>Graffiti Removal Services</u>

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 sidewalk has been previously painted, paint 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.
- Pedestrian bridges/underpasses: The Contractor shall be responsible for 6. removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, the Contractor shall paint 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. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal 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. The Contractor will place traffic cones and/or other appropriate traffic control equipment 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 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.
- 9. 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: The Contractor must be responsible for removing graffiti reported or found on trees. The Contractor shall 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, Contractor shall contact Public Works 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 wall, unless it 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.
- 16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray (see section E.9) 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. <u>Rights of Way</u>

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 notify the PM or designee. The PM or designee will obtain written permission to access private property from the property owner. When 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. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or designee, the additional work and/or areas may be added to the contract by amendment or change order.
- 2. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
- N. <u>Utilities</u>

Public Works will not provide utilities.

O. <u>Storage Facilities</u>

Public Works will not provide storage facilities for the Contractor.

P. <u>Removal of Debris</u>

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for the type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. 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 Permit.

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. <u>Special Safety Requirements</u>

- 1. All Contractor personnel shall be expected to observe all applicable California Occupational Safety and Health Administration 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 California Occupational Safety and Health Administration requirements are required. All safety precautions shall be in place before work is to be started. The 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. <u>Safety Standards</u>

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. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for 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. <u>Responsibilities of Public Works</u>

The Director, acting through the PM or other designee, will 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 this Exhibit, Section Y., if any terms and conditions of this contract are not complied with by the Contractor.

U. <u>Best Management Practices</u>

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 Work Cashier's 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

- 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 3 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. <u>Public Convenience and Safety</u>

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 local, State, and Federal laws and regulations, which are applicable to the work.

X. <u>Quality Control</u>

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 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 10 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 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 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 indicated in Exhibit B, Section 9.G, Enforcement and Remedies.

Scope of Work - EXHIBIT A

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 local, regional, State, or Federal regulatory or governmental agency as a result of the contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	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
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

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Change in Supervisor	The 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 48 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
Reporting of graffiti removed	Graffiti requests for removal closed within 48 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Z. <u>Contractor Licensing</u>

The 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. <u>Subcontracting</u>

Subcontracting is prohibited.

BB. <u>Murals</u>

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 Annual Price

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

DD. Graffiti Database Program

The Contractor may be asked to take photographs of all graffiti vandalism prior to removing it and upload the pictures to a database system for analysis.

EE. 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.

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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.

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EXHIBIT G / DISTRICT 1-EAST







































