

# **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**



Prepared by  
County of Los Angeles  
Department of Beaches and Harbors

**June 30, 2021**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

**TABLE OF CONTENTS**

|            |                                                                        |          |
|------------|------------------------------------------------------------------------|----------|
| <b>1.0</b> | <b>GENERAL INFORMATION .....</b>                                       | <b>1</b> |
| 1.1        | SCOPE OF WORK.....                                                     | 1        |
| 1.3        | TERMS AND DEFINITIONS .....                                            | 3        |
| 1.4        | VENDOR'S MINIMUM MANDATORY QUALIFICATIONS .....                        | 3        |
| 1.5        | MASTER AGREEMENT PROCESS.....                                          | 4        |
| 1.6        | MASTER AGREEMENT TERM .....                                            | 5        |
| 1.7        | COUNTY RIGHTS AND RESPONSIBILITIES.....                                | 5        |
| 1.8        | INTENTIONALLY OMITTED .....                                            | 6        |
| 1.9        | CONTACT WITH COUNTY PERSONNEL .....                                    | 6        |
| 1.10       | MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....              | 6        |
| 1.11       | COUNTY OPTION TO REJECT SOQs .....                                     | 6        |
| 1.12       | PROTEST PROCESS .....                                                  | 6        |
| 1.13       | NOTICE TO VENDORS REGARDING PUBLIC RECORDS ACT .....                   | 7        |
| 1.14       | INDEMNIFICATION AND INSURANCE .....                                    | 8        |
| 1.15       | INTENTIONALLY OMITTED .....                                            | 8        |
| 1.16       | INJURY AND ILLNESS AND PREVENTION PROGRAM (IIPP) .....                 | 8        |
| 1.17       | BACKGROUND AND SECURITY INVESTIGATIONS .....                           | 8        |
| 1.18       | CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS.....                 | 8        |
| 1.19       | CONFLICT OF INTEREST .....                                             | 9        |
| 1.20       | DETERMINATION OF VENDOR RESPONSIBILITY .....                           | 9        |
| 1.21       | VENDOR DEBARMENT .....                                                 | 10       |
| 1.22       | VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE<br>PROGRAM ..... | 13       |
| 1.23       | GRATUITIES .....                                                       | 13       |
| 1.24       | NOTICE TO VENDORS REGARDING THE COUNTY LOBBYIST ORDINANCE .            | 14       |
| 1.25       | FEDERAL EARNED INCOME CREDIT .....                                     | 14       |
| 1.26       | CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT .....           | 14       |
| 1.27       | COUNTY'S QUALITY ASSURANCE PLAN .....                                  | 15       |
| 1.28       | RECYCLED BOND PAPER .....                                              | 15       |
| 1.29       | COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS .....              | 16       |

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

**TABLE OF CONTENTS**

|            |                                                                                                       |           |
|------------|-------------------------------------------------------------------------------------------------------|-----------|
| 1.30       | JURY SERVICE PROGRAM.....                                                                             | 16        |
| 1.31       | LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM..                                           | 18        |
| 1.32       | LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROMPT PAYMENT<br>PROGRAM .....                                | 19        |
| 1.33       | NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY<br>PROPOSING COMPANY .....                  | 19        |
| 1.34       | SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM .....                                                       | 19        |
| 1.35       | DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....                                                        | 20        |
| 1.36       | DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE<br>PROGRAM .....                               | 21        |
| 1.37       | TIME OFF FOR VOTING .....                                                                             | 22        |
| 1.38       | VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO<br>TOLERANCE POLICY OF HUMAN TRAFFICKING..... | 22        |
| 1.39       | INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE.....                                              | 23        |
| 1.40       | DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC<br>FUNDS TRANSFER.....                        | 24        |
| 1.41       | VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR<br>CHANCE EMPLOYMENT HIRING PRACTICES .....   | 24        |
| <b>2.0</b> | <b>INSTRUCTIONS TO VENDORS.....</b>                                                                   | <b>26</b> |
| 2.1        | COUNTY RESPONSIBILITY.....                                                                            | 26        |
| 2.2        | TRUTH AND ACCURACY OF REPRESENTATIONS .....                                                           | 26        |
| 2.4        | SOLICITATION REQUIREMENTS REVIEW .....                                                                | 27        |
| 2.5        | VENDORS' QUESTIONS.....                                                                               | 27        |
| 2.6        | PREPARATION AND FORMAT OF THE SOQ .....                                                               | 28        |
| 2.7        | SOQ SUBMISSION .....                                                                                  | 35        |
| 2.8        | SOQ WITHDRAWALS.....                                                                                  | 35        |
| 2.9        | ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT .....                                          | 35        |
| <b>3.0</b> | <b>SOQ REVIEW/SELECTION QUALIFICATION PROCESS .....</b>                                               | <b>36</b> |
| 3.1        | REVIEW PROCESS.....                                                                                   | 36        |
| 3.2        | DISQUALIFICATION REVIEW.....                                                                          | 37        |
| 3.3        | SELECTION/QUALIFICATION PROCESS .....                                                                 | 37        |
| 3.4        | MASTER AGREEMENT AWARD .....                                                                          | 38        |

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

**APPENDICES**

APPENDIX A: Sample Master Agreement

APPENDIX B: Statement of Work

APPENDIX C: Required Forms

APPENDIX D: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX E: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX F: Listing of Contractors Debarred in Los Angeles County

APPENDIX G: Jury Service Ordinance

APPENDIX H: IRS Notice 1015

APPENDIX I: Defaulted Property Tax Reduction Program Ordinance

**EXHIBITS**

EXHIBIT A: Work Order

EXHIBIT B: County's Administration

EXHIBIT C: Marina del Rey Service Area Map

EXHIBIT D: L. A. County Beaches Area Map

EXHIBIT E: L. A. County Tree Inventory - Beaches

EXHIBIT F: L. A. County Tree Inventory – Marina del Rey

EXHIBIT G: Tree Pruning Policy in Marina del Rey – Department Policy No. 23

EXHIBIT H: Contractor Acknowledgement and Confidentiality Agreement

## **1.0 GENERAL INFORMATION**

### **1.1 SCOPE OF WORK**

The Los Angeles County Department of Beaches and Harbors (Department) is seeking qualified Vendors to enter into Master Agreements with Los Angeles County (County) to provide, on an as-needed basis, tree trimming and related services on County-owned, controlled or managed beaches and public grounds in Marina del Rey. The Department manages 19 beaches along 31 miles of coastline and the Marina del Rey Small Craft Harbor. A map showing the boundaries of the Marina del Rey service area as well as a listing of the beaches and their locations are included in Exhibits C and D. Vendors shall also provide emergency tree removal services as determined by the Department.

The work solicited for this Master Agreement will be performed on an as-needed basis, with peak demand occurring between October and December to accommodate for native bird breeding cycles. In the last three years, the Department required pruning (major and minor) of an average of 1,159 trees during this period. Vendors will be required to comply with all American Standards National Institute (ANSI) A300 standards for tree care practices and the Department's Policy No. 23, Tree Pruning in Marina del Rey and on County Beaches in Accordance with Native Bird Breeding Cycles, Exhibit G, and provide tree pruning activities consistent with this policy, including 1:1 plant replacement of any trees removed under this policy. Vendors will be required to provide a qualified biologist to survey trees prior to the commencement of any pruning activities.

### **1.2 OVERVIEW OF SOLICITATION DOCUMENT**

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.

- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
  - A - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
  - B - STATEMENT OF WORK (SOW):** Explains in detail the statement of work to be performed in the Master Agreement
  - C - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
  - D - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - E - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County Code.
  - F - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
  - G - JURY SERVICE ORDINANCE:** County code.
  - H - IRS NOTICE 1015:** Provides information on Federal Earnings Income Credit.
  - I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE:** County code.
- **EXHIBITS**
  - A – WORK ORDER**
  - B – COUNTY’S ADMINISTRATION**
  - C – MARINA del REY SERVICE AREA MAP**
  - D – L.A. COUNTY BEACHES AREA MAPS**

**E – L.A. COUNTY TREE INVENTORY - BEACHES**

**F – L.A. COUNTY TREE INVENTORY - MARINA del REY**

**G – TREE PRUNING POLICY IN MARINA del REY – DEPARTMENT POLICY  
NO. 23**

**H – CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

### **1.3 TERMS AND DEFINITIONS**

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Master Agreement, Section 2.0, Definitions.

### **1.4 VENDOR'S MINIMUM MANDATORY QUALIFICATIONS**

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below are invited to submit an SOQ.

- Vendors and/or their principal owners must have a minimum of five years' experience performing significant tree maintenance services for governmental and/or private organizations.
- Vendors must provide a supervisor who has a minimum of two years' supervisory experience relative to the statement of work included in this Master Agreement.
- Vendors must include verification of the following licenses with its SOQ submission:
  - A valid C-27 Landscape Contractor's License;
  - A valid C-61 (D49) Tree Service License;
  - A valid California Pest Control Business License; and
  - A valid registration with the Los Angeles County Agricultural Commission
- Vendors must have a certified biologist available to perform work under this Master Agreement.
- Vendors must have an office located in Los Angeles County.

- Vendors must complete and return required Forms P-1 – P-18 with the SOQ submittal.
- If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **1.5 MASTER AGREEMENT PROCESS**

The objective of this RFSQ process is to secure one or more qualified Vendors to provide as-needed tree maintenance and removal services. Specific tasks, deliverables, etc. will be determined at the time the Department requests Work Order bids.

**1.5.1** Master Agreements will be executed with all Vendors determined to be qualified and who meet the minimum mandatory qualifications in Sub-section 1.4.

**1.5.2** Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions to provide as-needed tree maintenance and removal services under Work Orders to be issued by the County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

**1.5.3** Emergency tree services required by the County is defined as any needed tree maintenance or removal service that threatens the safety of the public or property and immediate attention is required. County has the sole

discretion to issue a Work Order to the first available Contractor able to respond to an emergency based on the needs of the County. Payment for emergency Work Orders shall be based on Contractor's submitted hourly personnel rates.

- 1.5.4** The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant or guarantee that County will utilize any particular Contractor's services or any services at all, during the term of the Master Agreement.

## **1.6 MASTER AGREEMENT TERM**

- 1.6.1** It is anticipated that the Master Agreement recommended to the Board of Supervisors (Board) shall be for a period of three years with four one-year renewal options. Renewal options may be exercised with each Contractor at the sole discretion of the Director.
- 1.6.2** County will be continuously accepting SOQ's throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Director of the Department of Beaches and Harbors or designee and expire September 15, 2028, unless sooner extended or terminated.

## **1.7 COUNTY RIGHTS AND RESPONSIBILITIES**

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

**1.8 INTENTIONALLY OMITTED**

**1.9 CONTACT WITH COUNTY PERSONNEL**

All contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Angelica Vicente, Administrative Services Manager I

[Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

As-Needed Tree Maintenance and Removal Services RFSQ (in subject line)

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

**1.10 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

**1.11 COUNTY OPTION TO REJECT SOQs**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any costs incurred by the Vendor in connection with the preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

**1.12 PROTEST PROCESS**

**1.12.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a

solicitation for a Board-approved services contract, as described in Paragraph 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

**1.12.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

**1.12.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Sub-section 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference Sub-section 3.2 in the SOQ Review/Selection/Qualification Section)

**1.13 NOTICE TO VENDORS REGARDING PUBLIC RECORDS ACT**

**1.13.1** Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret", "Confidential", or "Proprietary."

**1.13.2** The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of**

**exception. The Vendor must specifically label only those provisions of their respective SOQ which are “Trade Secrets”, “Confidential,” or “Proprietary” in nature.**

#### **1.14 INDEMNIFICATION AND INSURANCE**

Vendor shall be required to comply with the Indemnification provisions contained in Appendix A, Sample Master Agreement, Sub-section 8.22. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Master Agreement, Sub-sections 8.23 and 8.24.

#### **1.15 INTENTIONALLY OMITTED**

#### **1.16 INJURY AND ILLNESS AND PREVENTION PROGRAM (IIPP)**

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

#### **1.17 BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of Vendor’s staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

#### **1.18 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS**

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-section 7.5 and the Independent Contractor Status provision contained in Sub-section 8.21 in Appendix A, Sample Master Agreement.

**1.19 CONFLICT OF INTEREST**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix C, Required Forms, Form P-9, Certification of No Conflict of Interest.

**1.20 DETERMINATION OF VENDOR RESPONSIBILITY**

**1.20.1** A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Vendors.

**1.20.2** Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

**1.20.3** The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed

an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.20.4** If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5** If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.20.6** These terms shall also apply to proposed subcontractors of Vendors on County contracts.

## **1.21 VENDOR DEBARMENT**

- 1.21.1** The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract by the County,

any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.21.2** If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5** If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 1.21.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7** The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8** These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9** Appendix F provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

**1.22 VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM**

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

**1.23 GRATUITIES****1.23.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

**1.23.2 Vendor Notification to County**

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

**1.23.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of

cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **1.24 NOTICE TO VENDORS REGARDING THE COUNTY LOBBYIST ORDINANCE**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance”, defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix C, Required Forms, Form P-11, as part of their SOQ.

#### **1.25 FEDERAL EARNED INCOME CREDIT**

The Contractor(s) shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference, Appendix H.

#### **1.26 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT**

As a threshold requirement for consideration of a Master Agreement, Vendors shall

demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement. Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix C, Required Forms, Form P-10, as part of their SOQ.

#### **1.27 COUNTY'S QUALITY ASSURANCE PLAN**

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will monitor the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

#### **1.28 RECYCLED BOND PAPER**

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Master Agreement, Sub-section 8.38.

**1.29 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

- 1.29.1** The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.29.2** The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-section 1.32 of this Section.
- 1.29.3** The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Sub-section 1.31 of this Section.
- 1.29.4** The County also has a Policy on Doing Business with Small Business that is stated in Appendix E.

**1.30 JURY SERVICE PROGRAM**

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of Appendix A, Sample Master Agreement, Sub-section 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.30.1** The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees

deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.30.2** There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

**1.30.3** If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix C, Required Forms, Form P-8, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

### **1.31 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM**

**1.31.1** In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

**1.31.2** To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.

**1.31.3** Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference

Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

- 1.31.4** Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

### **1.32 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROMPT PAYMENT PROGRAM**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **1.33 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY**

The Vendor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Form P-1, Vendor's Organization Questionnaire/Affidavit and CBE Information, Appendix C, Required Forms. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

### **1.34 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM**

- 1.34.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is

defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the DCBA as a SE.

**1.34.2** The DCBA shall certify that a SE meets the criteria set forth in Paragraph 1.35.1.

**1.34.3** Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

**1.34.4** Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

### **1.35 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Property Tax Reduction Program, Appendix I, and the pertinent provisions of the Sample Master Agreement, Appendix A, Sub-sections 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Form

P-14, Appendix C, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

### **1.36 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**

**1.36.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

**1.36.2** The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Paragraph 1.37.1, 1 or 2 above.

**1.36.3** Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

- 1.36.4** Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
- 1.36.5** Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

### **1.37 TIME OFF FOR VOTING**

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

### **1.38 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY OF HUMAN TRAFFICKING**

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

Vendors are required to complete Form P-13, Zero Tolerance Policy on Human Trafficking Certification, Appendix C, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Sub-section 8.53, Compliance with County's Zero Tolerance Policy on Human Trafficking, Appendix A, Sample Master Agreement.

Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

### **1.39 INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE**

- 1.39.1** The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the implementation of an Integrated Pest Management Program (IPM Program) crafted to reduce the impact of pesticides and fertilizers to surface water.
- 1.39.2** The prospective contract is subject to the requirements of the County's IPM Program. Two main components of the Program include a training component for contractor employees who apply pesticides on County owned or maintained property, as well as monthly and annual reporting to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM).
- 1.39.3** Proposers are required to complete Form P-17, Integrated Pest Management Program Compliance Certification, Appendix C, Required Forms, acknowledging and certifying compliance with the County's Integrated Pest Management Program, Section 8.54, Compliance with County's Integrated Pest Management Program, Appendix A, Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

**1.40 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

**1.40.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**1.40.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**1.40.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

**1.40.4** Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

**1.41 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Form P-16, Compliance with Fair Chance Employment Hiring Practices Certification, Appendix C, Required Forms, certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

#### **1.42 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

**2.0 INSTRUCTIONS TO VENDORS**

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

**2.1 COUNTY RESPONSIBILITY**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

**2.2 TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**2.3 RFSQ TIMETABLE**

The timetable for this RFSQ is as follows:

| <b>EVENT</b>                                     | <b>DATE/TIME</b>                                      |
|--------------------------------------------------|-------------------------------------------------------|
| Release of RFSQ                                  | June 30, 2021                                         |
| Request for Solicitation Requirements Review Due | July 14, 2021                                         |
| Written Questions Due                            | July 14, 2021, 5:00 p.m., Pacific Standard Time (PST) |
| Questions and Answers Released                   | July 20, 2021                                         |
| <b>SOQs Due</b>                                  | <b>JULY 23, 2021, 2:00 p.m., PST</b>                  |

**SOQ's due by July 23, 2021, 2:00 p.m., PST for initial qualification. The County will continue to accept SOQ's throughout the term of the Master Agreement. SOQ's received after the initial due date will be reviewed at a later date.**

## **2.4 SOLICITATION REQUIREMENTS REVIEW**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D, Transmittal Form to Request a Solicitation Requirements Review, to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendors.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

## **2.5 VENDORS' QUESTIONS**

Vendors may submit written questions regarding this RFSQ by e-mail to the individual identified below. All questions must be received by **July 14, 2021, 5:00 p.m., PST**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. When submitting questions, please specify the RFSQ section number, paragraph number, page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements,

evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor. Questions should be addressed as follows:

[Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

As-Needed Tree Maintenance and Removal Services RFSQ (in subject line)

## **2.6 PREPARATION AND FORMAT OF THE SOQ**

All SOQ's must be bound and submitted in the prescribed format. Any SOQs that deviates from this format may be rejected without review at the County's sole discretion. All SOQs and documents shall be type written in the English language and prepared using at least a 10-point font.

The content and sequence of the SOQ must be as follows:

### **2.6.1 Cover Page**

Vendor shall identify the RFSQ by title, firm's name and address, and the name, telephone number, fax number, and e-mail address of the person authorized to make representations for the Vendor and commit the Vendor to a Master Agreement.

### **2.6.2 Executive Summary**

Vendor shall provide a summary of its SOQ including a broad understanding of the Vendor's approach, qualifications, experience and staffing.

### **2.6.3 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **2.6.4 Required Forms**

Include all forms identified in Appendix C – Required Forms:

#### **1. Vendor's Organization Questionnaire/Affidavit and CBE Information - Form P1**

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit (Form P-1). **The person signing the form must**

**be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.**

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

- (1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- (2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**Pending Litigation and Judgments:**

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

Failure to submit or fully completed this request may be grounds for

disqualification.

## **2. Vendor's Staffing and Work Plan - Form P-2**

Vendor shall submit a Staffing and Work Plan (Form P-2) with a listing of staff who will be providing the Master Agreement services, including the following:

- Resumes of Vendor and Vendor's staff, including experience of key employees who will be responsible for planning, supervising and inspecting the work of the Master Agreement;
- A narrative discussion of the experience Vendor's staff, specifically:
  - Vendor's ability to provide a supervisor with a minimum of two years' experience providing tree maintenance and removal services;
  - Vendor's ability to provide a certified biologist to perform work under this Master Agreement.

## **3. Vendor's Qualifications, Business and Financial Summary – Form P-3**

Vendor shall demonstrate that its organization has the experience and capability to perform the required services. The following must be included:

### **A. Proposer's Background and Experience**

A summary of relevant background information that the Vendor meets the minimum mandatory qualifications stated in Sub-section 1.4, including:

- Description of Vendor's background and experience performing tree maintenance and removal services for governmental and/or private organizations;
- Copy of Vendor's valid C-27 Landscape Contractor's and C-61 Tree Services License;

- Copy of Vendor's valid California Pest Control Business License;
- Copy of a valid California Pest Control Business License;
- Copy of a valid registration with the Los Angeles County Agricultural Commission;
- Number of full-time workers employed;
- Description of size and organizational structure; and
- Vendor's proof of insurance requirements set forth in Appendix A, Sample Contract, Sub-sections 8.24 and 8.25, or letter from a qualified insurance carrier may be submitted with the Bid indicating a willingness to provide the required coverage prior to the commencement of any required work.

### B. Vendor's References

Vendor shall provide a listing of all contracts performed within the last five years, including County and other governmental entities. References provided on Form P-3 will be used to verify whether Vendor meets the required experience stated in Sub-section 1.4. Failure to document the years of experience as required in accordance with the Mandatory Minimum Requirements stated in RFSQ Sub-section 1.4 may be grounds for disqualification. County reserves the right to contact any reference of Vendor, listed or not listed. The submission of references shall constitute permission by the Proposer for the Department to check, verify, and have certified all information contained in such statements.

It is the Vendor's sole responsibility to ensure that the firm's name and point of contact's name, title, phone number and email address for each reference is accurate. Vendor's references listed on Form P-3 will be evaluated based on the information provided by the telephone contact. At the Director's discretion, negative references may result in Vendor not being recommended for award of Master Agreement. County may disqualify a Vendor if:

- References fail to substantiate Vendor's description of the services

provided;

- References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled services;
- The Department is unable to reach the point of contact with reasonable effort (8:00 a.m. to 5:00 p.m., Monday through Friday). It is the Vendor's sole responsibility to inform the point of contact of the working hours when the reference checks will occur. False statements may be cause for disqualification or debarment.

**4. Prospective Contractor List of Contracts – Form P-4**

Complete the Prospective Contractor List of Contracts (Form P-4). The listing must include all Public Entities contracts for the last three years. Use additional sheets if necessary.

**5. Prospective Contractor List of Terminated Contracts – Form P-5**

Complete the Prospective Contractor List of Terminated Contracts (Form P-5). The listing must include contracts terminated within the past three years with a reason for the termination.

**6. Quality Control Plan - Form P-6**

Vendor shall complete a comprehensive Quality Control Plan (Form P-6) to be utilized by the Vendor as a self-monitoring tool to ensure the required services are provided.

**7. Vendor's EEO Certification - Form P-7**

The Vendor shall complete and sign the Vendor's Certification (Form P-7) and submit it as part of the SOQ.

**8. Contractor Employee Jury Service Program Certification Form and Application for Exemption - Form P-8**

Vendor shall complete and sign the Contractor Employee Jury Service

Program Certification Form and Application for Exception (Form P-8).

**9. Certification of No Conflict of Interest - Form P-9**

Vendor shall complete and sign the Certification of No Conflict of Interest Form (Form P-9).

**10. Attestation of Willingness to Consider GAIN/GROW Participants - Form P- 10**

Vendors shall complete and sign the Attestation of Willingness to Consider GAIN/GROW Participants Form (Form P-10).

**11. Familiarity with the County Lobbyist Ordinance Certification - Form P-11**

Vendor shall complete and sign the Familiarity with the County Lobbyist Ordinance Certification (Form P-11).

**12. Request for Preference Program Consideration - Form P -12**

The Vendor shall complete and sign the Request for Preference Program Consideration (Form P-12) if requesting one of the County's preference programs. **Preference may not be considered without the appropriate certification attached to Form P-12.**

**13. Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking - Form P-13**

Complete (Form P-13), Zero Tolerance Policy on Human Trafficking Certification, certifying that Vendor is in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Sub-section 1.39, Compliance with County's Zero Tolerance Policy on Human Trafficking of this RFSQ.

**14. Certification of Compliance with the County's Defaulted Property Tax Reduction Program - Form P-14**

Vendor shall complete and return the Certification of Compliance with the County's Defaulted Property Tax Reduction Program.

**15. Contractor's Administration - Form P-15**

The Vendor shall complete Contractor's Administration (Form P-15), and designate the Contract Representative, who shall be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

**16. Compliance with Fair Chance Employment Hiring Practices Certification - Form P-16**

Complete Form P-16, Fair Chance Employment Hiring Practices Certification, certifying compliance with fair chance employment hiring practices as defined in Sub-section 1.41 of the RFSQ.

**17. Integrated Pest Management Program Compliance Certification – Form P-17**

Vendor shall complete and return Form P-17, acknowledging and certifying compliance with the County's Integrated Pest Management Program as defined in Section 1.39 of the RFSQ.

**18. Hourly Rates for Emergency Work Orders – Form P-18**

Vendor shall submit its firm, fixed hourly personnel rates to perform emergency as-needed tree maintenance and removal services.

**Signature Page of Master Agreement**

Vendor shall sign and include the signature page of the Master Agreement with its SOQ submittal.

**Acknowledgement of Addenda Received**

Vendor shall acknowledge any addenda received in accordance with Section 1.7 of the RFSQ.

**2.7 SOQ SUBMISSION**

**INITIAL DEADLINE FOR RECEIPT OF THE SOQ IS JULY 23, 2021, 2:00 p.m.**

The SOQ will only be accepted by email. The SOQ must be emailed, in PDF format, by the deadline date and time and delivered as follows:

- Email SOQs to: [Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)
- Email shall include the heading: AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES RFSQ

**Emailed SOQs that are time stamped after 2:00 p.m. by the stated date and time will be reviewed at a later date. Vendors who submit an SOQ by facsimile (fax), mail (USPS mail, FedEx, etc.) will be rejected without review at the County's sole discretion.**

**2.8 SOQ WITHDRAWALS**

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the Director of the Department.

**2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT**

Vendors understand and agree that submission of the SOQ constitutes acknowledgment and acceptance of, and a willingness to comply with, all terms and conditions of Appendix A, Sample Master Agreement.

**3.0 SOQ REVIEW/SELECTION QUALIFICATION PROCESS****3.1 REVIEW PROCESS**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

**3.1.1 Adherence to Minimum Mandatory Qualifications**

County shall review the Vendor's Organization and Questionnaire/Affidavit and CBE Information and Business and Financial Summary, Forms P-1 and P-3 of Appendix C, Required Forms, and determine if the Vendor meets the minimum mandatory qualifications as outlined in Sub-section 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

**3.1.2 Vendor's Qualifications**

County's review shall include the following:

- Vendor's Background and Experience as provided in Forms P-1 and P-3 of the SOQ.
- Vendor's References as provided in Form P-3 of the SOQ. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Paragraph 2.6.5, Vendor's Organization Questionnaire/Affidavit (Form P-1).

**3.1.3 Required Forms**

All forms identified in Paragraph 2.6.5 and included in Appendix C must be submitted with the SOQ.

### **3.1.4 Proof of Insurability**

Review the proof of insurability provided in the SOQ.

### **3.1.5 Proof of Licenses**

Review the proof of licenses provided in the SOQ.

## **3.2 DISQUALIFICATION REVIEW**

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

## **3.3 SELECTION/QUALIFICATION PROCESS**

The Department will generally select Vendors that have experience in providing a broad range of as-needed tree maintenance and removal services. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may execute Master Agreements with Vendors that provide a narrow

scope of services in more highly specialized areas.

### **3.4 MASTER AGREEMENT AWARD**

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors will be informed of the final selections.

# **APPENDICES**

APPENDIX A: Sample Master Agreement

APPENDIX B: Statement of Work

APPENDIX C: Required Forms

APPENDIX D: Transmittal Form to Request a Solicitation Requirements  
Review

APPENDIX E: County of Los Angeles Policy on Doing Business with Small  
Business

APPENDIX F: Listing of Contractors Debarred in Los Angeles County

APPENDIX G: Jury Service Ordinance

APPENDIX H: IRS Notice 1015

APPENDIX I: Defaulted Property Tax Reduction Program Ordinance

## **APPENDIX A**



### **MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES,**

**AND**

**(CONTRACTOR)**

**FOR**

**AS-NEEDED TREE MAINTENANCE AND  
REMOVAL SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
MASTER AGREEMENT PROVISIONS  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

**TABLE OF CONTENTS**

|                                                                                                      |           |
|------------------------------------------------------------------------------------------------------|-----------|
| <b>RECITALS .....</b>                                                                                | <b>1</b>  |
| 1.0 APPLICABLE DOCUMENTS .....                                                                       | 1         |
| 2.0 DEFINITIONS .....                                                                                | 2         |
| 3.0 WORK.....                                                                                        | 3         |
| 4.0 TERM OF MASTER AGREEMENT .....                                                                   | 5         |
| 5.0 CONTRACT SUM .....                                                                               | 7         |
| 6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY .....                                                | 11        |
| 7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR .....                                            | 12        |
| <b>8.0 STANDARD TERMS AND CONDITIONS .....</b>                                                       | <b>14</b> |
| 8.1 CHANGE NOTICES AND AMENDMENTS.....                                                               | 14        |
| 8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.....                                           | 15        |
| 8.3 AUTHORIZATION WARRANTY .....                                                                     | 16        |
| 8.4 COMPLAINTS .....                                                                                 | 16        |
| 8.5 COMPLIANCE WITH APPLICABLE LAW .....                                                             | 17        |
| 8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS .....                                                          | 18        |
| 8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM .....                                              | 18        |
| 8.8 CONFLICT OF INTEREST .....                                                                       | 20        |
| 8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR<br>LAYOFF/OR RE-EMPLOYMENT LIST .....      | 21        |
| 8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS .....                                            | 21        |
| 8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....                                                   | 22        |
| 8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO<br>THE SAFELY SURRENDERED BABY LAW ..... | 24        |
| 8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD<br>SUPPORT COMPLIANCE PROGRAM .....        | 25        |
| 8.14 COUNTY'S QUALITY ASSURANCE PLAN.....                                                            | 25        |
| 8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....                                          | 26        |
| 8.16 EMPLOYMENT ELIGIBILITY VERIFICATION.....                                                        | 26        |
| 8.17 COUNTERPARTS & ELECTRONIC SIGNATURES & REPRESENTATIONS ....                                     | 27        |
| 8.18 FAIR LABOR STANDARDS .....                                                                      | 27        |
| 8.19 FORCE MAJEURE.....                                                                              | 27        |
| 8.20 GOVERNING LAW, JURISDICTION, AND VENUE .....                                                    | 28        |

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
MASTER AGREEMENT PROVISIONS  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

**TABLE OF CONTENTS**

|      |                                                                                                                   |    |
|------|-------------------------------------------------------------------------------------------------------------------|----|
| 8.21 | INDEPENDENT CONTRACTOR STATUS .....                                                                               | 28 |
| 8.22 | INDEMNIFICATION .....                                                                                             | 29 |
| 8.23 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....                                                               | 29 |
| 8.24 | INSURANCE COVERAGE .....                                                                                          | 34 |
| 8.25 | LIQUIDATED DAMAGES .....                                                                                          | 35 |
| 8.26 | MOST FAVORED PUBLIC ENTITY .....                                                                                  | 37 |
| 8.27 | NONDISCRIMINATION AND AFFIRMATIVE ACTION .....                                                                    | 37 |
| 8.28 | NON EXCLUSIVITY .....                                                                                             | 39 |
| 8.29 | NOTICE OF DELAYS .....                                                                                            | 39 |
| 8.30 | NOTICE OF DISPUTES .....                                                                                          | 39 |
| 8.31 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME<br>CREDIT .....                                           | 39 |
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY<br>LAW .....                                            | 40 |
| 8.33 | NOTICES .....                                                                                                     | 40 |
| 8.34 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....                                                                | 40 |
| 8.35 | PUBLIC RECORDS ACT .....                                                                                          | 40 |
| 8.36 | PUBLICITY .....                                                                                                   | 41 |
| 8.37 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....                                                            | 42 |
| 8.38 | RECYCLED BOND PAPER .....                                                                                         | 43 |
| 8.39 | SUBCONTRACTING .....                                                                                              | 43 |
| 8.40 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE<br>WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM ..... | 45 |
| 8.41 | TERMINATION FOR CONVENIENCE .....                                                                                 | 45 |
| 8.42 | TERMINATION FOR DEFAULT .....                                                                                     | 46 |
| 8.43 | TERMINATION FOR IMPROPER CONSIDERATION .....                                                                      | 47 |
| 8.44 | TERMINATION FOR INSOLVENCY .....                                                                                  | 48 |
| 8.45 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE<br>.....                                               | 49 |
| 8.46 | TERMINATION FOR NON-APPROPRIATION OF FUNDS .....                                                                  | 49 |
| 8.47 | VALIDITY .....                                                                                                    | 49 |
| 8.48 | WAIVER .....                                                                                                      | 50 |

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
MASTER AGREEMENT PROVISIONS  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

**TABLE OF CONTENTS**

|            |                                                                                                                           |           |
|------------|---------------------------------------------------------------------------------------------------------------------------|-----------|
| 8.49       | WARRANTY AGAINST CONTINGENT FEES.....                                                                                     | 50        |
| 8.50       | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX<br>REDUCTION PROGRAM.....                                     | 50        |
| 8.51       | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE<br>WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ..... | 51        |
| 8.52       | TIME OFF FOR VOTING .....                                                                                                 | 51        |
| 8.53       | COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN<br>TRAFFICKING .....                                              | 51        |
| 8.54       | INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE .....                                                                 | 51        |
| 8.55       | COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES .....                                                                    | 51        |
| 8.56       | COMPLIANCE WITH THE COUNTY POLICY OF EQUITY .....                                                                         | 51        |
| 8.57       | PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S).....                                                             | 51        |
| <b>9.0</b> | <b>UNIQUE TERMS AND CONDITIONS .....</b>                                                                                  | <b>53</b> |
| 9.1        | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM ..                                                               | 53        |
| 9.2        | SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM.....                                                                            | 54        |
| 9.3        | DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE .....                                                              | 55        |
|            | PROGRAM .....                                                                                                             | 55        |
| 9.4        | EMPLOYEE CONFLICTS .....                                                                                                  | 56        |
| 9.5        | OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....                                                                       | 57        |
| 9.6        | PATENT, COPYRIGHT AND TRADE SECRET IDEMNIFICATION .....                                                                   | 58        |

**EXHIBITS**

EXHIBIT A: WORK ORDER

EXHIBIT B: COUNTY'S ADMINISTRATION

EXHIBIT C: MARINA DEL REY SERVICE AREA MAP

EXHIBIT D: L. A. COUNTY BEACHES AERIAL MAP

EXHIBIT E: L. A. COUNTY TREE INVENTORY - BEACHES

EXHIBIT F: L. A. COUNTY TREE INVENTORY – MARINA

EXHIBIT G: TREE PRUNING POLICY IN MARINA DEL REY - DEPARTMENT POLICY

NO. 23

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF BEACHES AND HARBORS  
AND**

**FOR  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, Department of Beaches and Harbors, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide As-Needed Tree Maintenance and Removal Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for As-Needed Tree Maintenance and Removal Services; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Tree Maintenance and Removal Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Beaches and Harbors or authorized designee to execute and administer this Master Agreement.

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

## 1.0 APPLICABLE DOCUMENTS

Appendices B through I and Exhibits A through H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits.

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-section 8.1, Change Notices and Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**Board, Board of Supervisors** - The Board of Supervisors of Los Angeles County.

**Business Days** - The Department's business days are Monday through Thursday, 7:00 a.m. to 6:00 p.m.

**Chief Deputy** - The Chief Deputy of the Department.

**Contractor** - The Vendor whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.

**Contract Administrator (CA)** - The Chief of the Asset Management Division of the Department or authorized representative.

**Contractor's Representative** - The person designated by the Vendor to represent the Vendor in matters related to performance of the Master Agreement.

**County** - The County of Los Angeles.

**County Counsel** - The Los Angeles County office of the County Counsel.

**Department** - The Los Angeles County Department of Beaches and Harbors.

**Director** - The Director of the Department.

**Emergency Tree Services** - Emergency tree services required by the County is defined as any needed tree maintenance or removal service that threatens the safety of the public or property and immediate attention is required.

**Master Agreement** - County's standard agreement executed between County and individual Contractors, which sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

**Request for Statement of Qualifications (RFSQ)** - Solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.

**Statement of Qualifications (SOQ)** - A Vendor's response to an RFSQ.

**Statement of Work** - A written description of tasks and/or deliverables desired by County for a specific Work Order.

**Subcontractor** - A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

**Vendor(s)** - The Vendor(s) whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.

**Work Order** - A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by qualified Contractors. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Work Orders shall generally conform to Exhibit A, which describes work to be performed on a fixed price per deliverable basis as determined by the County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order. Payment for Work Orders issued for emergency services shall be based on Contractor's submitted rates for emergency services.
- 3.3** County procedures for issuing and executing Work Orders are set forth in this Section. Upon determination by the Department, requested as-needed tree trimming and removal services will be utilized first by issuing a Work Order containing a Statement of Work to all Qualified Contractors from the list. Each interested qualified Contractor contacted shall submit a bid to the Department within the timeframe specified in the Work Order. The County shall execute the Work Order with the lowest cost qualified Contractor unless the Work Order specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. County, in its sole discretion, may select a bid it deems to be in the overall best interest of the County.
- 3.4** Should the County require emergency services (as defined in Paragraph 2.0), County shall issue a Work Order to the first available, lowest cost

Qualified Contractor able to respond within the timeframe based on the needs of the County.

- 3.5** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Compensation as specified in the Work Order as originally written or modified in accordance with Sub-sections 4.3 or 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.6** County estimates that selection of any Contractor shall occur within seven (7) business days of the selected bid. Following selection, all Contractors selected must be available to meet with the Department on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of the Department's Contract Administrator or authorized designee.
- 3.7** County reserves the right, in its sole discretion, to cancel a Work Order solicitation at any point in the Work Order solicitation process. At no time will any Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order solicitation.
- 3.8** Contractor shall be responsible for monitoring any excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order it has submitted in response to a Work Order solicitation. County is not responsible for any payments in excess of the Work Order amount issued unless the Work Order was amended in accordance with Paragraph 8.1.3. A Notice to Proceed must be issued by the Department prior to commencement of any work.

- 3.9** Contractor shall be responsible for monitoring any excess hours worked resulting in charges exceeding any rates stated on the face of a Work Order. County is not responsible for any payments in excess of the Work Order amount issued unless the Work Order was amended in accordance with Section 8.1.3. A Notice to Proceed must be issued by the Department prior to commencement of any work.
- 3.10** County reserves the right, in its sole discretion, to cancel a Work Order at any time prior to the commencement of work. At no time will Contractor be reimbursed for any cost associated with its participation in a canceled Work Order solicitation.
- 3.11** In the event Contractor defaults three times under Sub-section 3.3 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-section 8.42, Termination for Default.

## **4.0 TERM OF MASTER AGREEMENT**

### **4.1 Initial Term**

This Master Agreement is effective upon the date of its execution by the Director or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on September 15, 2024 unless sooner extended or terminated, in whole or in part, as provided herein.

### **4.2 Four One-Year Extension Options**

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the best interest of the County to do so, he may grant up to four one-year extensions of the Master Agreement term. Each such extension shall be exercised at the sole discretion of the Director or his designee. The Director may exercise the first option by notifying the Contractor in writing before the Master Agreement expiration date. The Director may exercise the subsequent option years by notifying the

Contractor in writing before the expiration of the preceding optional Master Agreement Year. Each such option and extension shall be exercised at the sole discretion of the Director or his designee.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

#### **4.3 Extension to Complete Work Orders**

The Director may extend the Master Agreement term or any optional Master Agreement Year on a month-to-month basis subject to the Master Agreement's terms and conditions, but only to allow the contractor to complete a Work Order approved before the expiration of the Master Agreement term or optional Master Agreement Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

#### **4.4 Contractor to Notify County when it is within Six Months from Expiration of Term**

The Contractor shall notify the County's Department of Beaches and Harbors (the "Department") when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department.

### **5.0 CONTRACT SUM**

**5.1** Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the

County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum. The County may, at its discretion, expend any portion, all or none of the Contract Sum.

- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.3 Increase of Contract Sum by Director**

Notwithstanding Sub-section 5.1, the Director may increase the maximum contract sum issued on this Master Agreement (as authorized by the Board of Supervisors) up to ten (10) percent in any year of the Master Agreement or any extension period to cover needed, increased services in the scope of the Master Agreement, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**5.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after

expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

## **5.5 Invoices and Payments**

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work as specified in an assigned Work Order issued under this Master Agreement.

Payment for all work shall be subject to the Total Maximum Compensation specified in each Work Order, less any amounts assessed in accordance with Sub-section 8.25, Liquidated Damages.

Payment for all work issued on an emergency Work Order shall be subject to Contractor's submitted rates for emergency services.

Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work. County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

### **5.5.1 Submission of Invoices**

The Contractor shall submit its invoice to the Department by the 15<sup>th</sup> of the month following the month work was performed. The Contractor shall submit two copies of each invoice. Each invoice submitted shall identify:

- County Master Agreement Number
- Itemized dates, hours and work performed
- Name of the Work Order
- Description of work performed
- Name of person who performed the work
- Hourly rate for person performing the work
- Total amount of invoice

### **5.5.2 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

### **5.5.3 Local Small Business Enterprises - Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.6.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.6.2** The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

**5.6.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary.

The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-sections is designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County's Master Agreement Program Director (MAPD)**

**6.1.1** The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor. The MAPD is the approving authority for individual Work Order solicitations and executions. The MAPD, or authorized designee, shall prepare and issue Work Orders and any amendments thereto.

### **6.2 County's Contract Administrator**

**6.2.1** The responsibilities of the Contract Administrator include:

- Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- Coordinating and monitoring the work of Contractor personnel assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

- Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

**6.2.2** County's Contract Administrator is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Sub-section 8.1.

County's Contract Administrator is County's chief contact person with respect to the day-to-day administration of this Master Agreement.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Contract Representative**

**7.1.1** Contractor's Contract Representative shall be designated on Form P-15. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

**7.1.2** Contractor's Contract Representative shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Contract Administrator on a regular basis with respect to all active Work Orders.

### **7.2 Contractor's Authorized Official(s)**

**7.2.1** Contractor's Authorized Official(s) shall be designated on Form P-15, Appendix B, Required Forms. Contractor shall promptly notify County in writing of any change in the name(s), or address(es) of contractor's Authorized Official(s).

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

**7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Representative. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

**7.4 Background and Security Investigations**

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

**7.4.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's

staff any information obtained through the County's background investigation.

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

**7.4.4** Disqualification of any member of Contractor's staff pursuant to this paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

**7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5.2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

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

**7.5.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

**7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit H.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

**8.1.1** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director or his/her authorized designee.

**8.1.2** The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of

this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

#### **8.1.3 Changes to Subsequent Work Orders**

For any changes which may affect the Statement of Work, Contractor's rates or deliverables, performance period, or assignment of Contractor's personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD and Contractor.

### **8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

**8.2.1** The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

**8.2.4** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

**8.4.1** Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.4.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.4.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7** Copies of all written responses shall be sent to the County's Contract Administrator within ten (10) business days of mailing to the complainant.

## **8.5 COMPLIANCE WITH APPLICABLE LAW**

- 8.5.1** In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2** Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.5 shall be

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

## **8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Form P-7 – Contractor's EEO Certification, Appendix C, Required Forms.

## **8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.7.1 Jury Service Program:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix G and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.8 CONFLICT OF INTEREST**

**8.8.1** No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

**8.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-section 8.8 shall be a material breach of this Master Agreement.

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ARE ON A RE-EMPLOYMENT LIST**

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

**8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

**8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV and  
BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified  
GAIN/GROW job candidates.

**8.10.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

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

### **8.11.3 Non-responsible Contractor**

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

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.11.4 Contractor Hearing Board**

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

debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## **8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 COUNTY'S QUALITY ASSURANCE PLAN**

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

#### **8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**8.15.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.15.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.16.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.16.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

## **8.17 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

## **8.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys'

fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.19 FORCE MAJEURE**

**8.19.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.19.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Master Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California. The Contractor agrees and consents to

the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

**8.21.1** This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.21.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

**8.21.4** The Contractor shall adhere to the provisions stated in Sub-section 7.4, Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers

(“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnites.

## **8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this section and Sub-section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s).

The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be mailed or emailed to:

Los Angeles County Department of Beaches and Harbors  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
Contracts@bh.lacounty.gov

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General

Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.23.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

#### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.23.5 Insurer Financial Ratings**

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

#### **8.23.6 Contractor's Insurance Shall Be Primary**

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

#### **8.23.7 Waivers of Subrogation**

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

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all

deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.23.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **8.24 INSURANCE COVERAGE**

**8.24.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

**8.24.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.24.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.25 LIQUIDATED DAMAGES**

**8.25.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**8.25.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Master Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate

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

**8.25.3** The action noted in Paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

**8.25.4** This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law, Paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

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

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

**8.27.2** The Contractor shall certify to, and comply with, the provisions of Form P-7, Contractor's EEO Certification, Appendix C, Required Forms.

**8.27.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all

applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

**8.27.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.27 when so requested by the County.

**8.27.7** If the County finds that any provisions of this Sub-section 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

**8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

**8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

**8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No.1015, Appendix H.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Form P-15, Contractor's Administration, Appendix C, Required Forms. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.35 PUBLIC RECORDS ACT**

**8.35.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.35.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any such action or liability arising under the Public Records Act.

## **8.36 PUBLICITY**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

**8.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-section 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor

shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.37.1** In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.37.2** Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.37 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

**8.37.3** If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 RECYCLED BOND PAPER**

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

### **8.39 SUBCONTRACTING**

**8.39.1** The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

**8.39.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.39.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**8.39.4** The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.39.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

**8.39.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**8.39.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.39.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors  
Administrative Services Division / Contracts Unit  
4640 Admiralty Way, Suite 300  
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

#### **8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-section 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 TERMINATION FOR CONVENIENCE**

**8.41.1** This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.41.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement or Work Order on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.41.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Section 8.37, Record Retention & Inspection/Audit Settlement.

## **8.42 TERMINATION FOR DEFAULT**

**8.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Department's Director:

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.42.2** In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such

terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section.

**8.42.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**8.42.4** If, after the County has given notice of termination under the provisions of this Sub-section 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.41-Termination for Convenience.

**8.42.5** The rights and remedies of the County provided in this Sub-section 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

**8.43.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.43.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.44 TERMINATION FOR INSOLVENCY**

**8.44.1** The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within

the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.44.2** The rights and remedies of the County provided in this Sub-section 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

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

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

**8.49.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.49.2** For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance with Los Angeles County Code Chapter 2.206.

#### **8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-section 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.52 TIME OFF FOR VOTING**

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

#### **8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement.

County will not be under any obligation to disclose confidential information regarding

the offenses other than those required by law.

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

#### **8.54 INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE**

**8.54.1** Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Form P-17, Integrated Pest Management Program Compliance Certification (Appendix C, Required Forms), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.54 (Integrated Pest Management Program Compliance) and at: [www.lacountyipm.org](http://www.lacountyipm.org).

**8.54.2** Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

**8.54.3** Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

**8.54.4** All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to

the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

#### **8.55 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.56 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic,

may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.57 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM**

**9.1.1** This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

**9.1.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of

having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

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

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

## **9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM**

**9.2.1** This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

**9.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

influencing the certification or denial of certification of any entity as a SE.

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

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

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

### **9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**

**9.3.1** This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

**9.3.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another

in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

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

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

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by said Director of Beaches and Harbors or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director, Beaches and Harbors

CONTRACTOR

Signed \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

## **APPENDIX B**

### **STATEMENT OF WORK**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK FOR  
AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

|     |                                                    |   |
|-----|----------------------------------------------------|---|
| 1.0 | GENERAL REQUIREMENTS.....                          | 1 |
| 2.0 | FACILITIES AND EQUIPMENT FURNISHED BY COUNTY ..... | 2 |
| 3.0 | SCOPE OF WORK.....                                 | 3 |
| 4.1 | TREE SERVICE SPECIFICATIONS .....                  | 4 |
| 5.0 | LOGS AND REPORTS.....                              | 7 |
| 6.0 | GREEN INITIATIVES .....                            | 8 |

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK FOR  
AS-NEEDED TREE MAINTENANCE AND REMOVAL AND SERVICES**

**1.0 GENERAL REQUIREMENTS**

**1.1 Obstruction and Noise**

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

**1.2 Restriction on Blowers and Power Equipment**

Contractor shall observe reasonable limits set by the Contract Administrator (hereinafter referred to as "CA") on the time and place of operation of leaf blowers and other power equipment.

**1.3 No Vehicle Access on Bike Paths or Pedestrian Sidewalks**

Motor vehicles used in the performance of the Master Agreement work shall not be driven on bike paths or pedestrian sidewalks unless essential for performance of duties and public safety.

**1.3 Aerial Equipment**

Aerial equipment shall comply with California Division of Industrial Safety Orders, CAL-OSHA and Federal ANSI-a.982.982-1979 standard for vehicles mounted with elevated and rotating aerial devices, and shall include dielectric certification for 100KV test. Aerial tower certificates shall be available on each truck equipped with aerial equipment at all times for review.

**1.4 Other Equipment**

Contractor shall maintain equipment in a safe, clean condition and free from infectious materials. The equipment shall meet all requirements of applicable ordinances and laws. The equipment shall include at a minimum each of the following items:

- Bush chippers that comply with CAL-OSHA requirements;
- Stump Grinder;
- Pole saw pruners;
- Chain saws;
- Limb loppers; and

- Traffic control signs and cones.

## **2.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY**

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

### **2.1 Keys and Gate Cards**

The County will provide the Contractor with keys and/or gate cards that are required to gain access to any facilities requiring tree maintenance and removal service. In the event of any lost or stolen key or gate cards, the Contractor Representative (hereinafter referred to as "CR") shall report to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

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

### **2.3 Acceptance of Facilities**

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

### **2.4 Damage to County Property**

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

### **2.5 Damage by Weather and Third Parties**

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

## **2.6 Reporting Injury, Theft, Damage or Vandalism**

Immediately upon discovery by the Contractor's staff, the CR shall report to the CA any injury, theft, damage or vandalism to the facilities. The report shall be in writing and on a form that is acceptable to the CA.

## **2.7 Reporting Emergency Repairs**

The CR shall immediately report to the CA any condition of the facilities requiring emergency repairs including, but not limited to, broken water pipes or exposed electrical wires.

After hours notification shall be made to the Marina Maintenance Supervisor at (424) 526-7861.

## **3.0 SCOPE OF WORK**

Contractor shall provide, on an as-needed basis, tree maintenance services relating to tree removal, tree pruning and tree trimming on public grounds in Marina del Rey and County-operated beaches.

### **3.1 Hours of Work**

Except as otherwise provided with respect to the application of chemicals, the requested work shall be performed Monday through Friday, excluding Holidays, between the hours of 7:00 a.m. and 3:00 p.m. Emergencies are exempt from any time restrictions.

### **3.2 Work Completion**

All requested work shall be completed within the timeframe noted on the Work Order. Liquidated damages may be assessed for every day project completion is late. County, in its sole discretion, may cancel any Work Order for non-performance and select the next lowest available bidder to complete the remaining work.

### **3.3 Contractor to Provide Certified Biologist and Arborist**

**3.3.1** Contractor will be required to comply with the Department's Policy No. 23, Tree Pruning in Marina del Rey and on County Beaches in Accordance with Native Bird Breeding Cycles, Exhibit G, and shall provide a qualified, certified biologist at the request of the Department to perform the requested work.

**3.3.2** The selected Proposer shall provide a qualified arborist as needed by the Department to survey the condition of trees located on public grounds in Marina del Rey and on County Beaches.

## **4.0 TREE SERVICE SPECIFICATIONS**

### **4.1 General Pruning Specifications**

**Special emphasis shall be placed on public safety during pruning operations, particularly when the operation is adjacent to roadways, sidewalks and in parks.**

**4.1.1** All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

**4.1.2** Tree pruning shall be performed with the intent of developing structurally sound trees that have a symmetrical appearance and proper vertical and horizontal clearances from the ground, walks and roads.

**4.1.3** Trees shall be pruned for vertical and horizontal clearance. Maintain trees to provide for an eight (8) foot clearance above the ground for all branches within the landscaped areas and a seventeen (17) foot clearance for branches overhanging the curb line into the paved section of roadways. Remove all new growth on trees to the vertical clearances.

**4.1.4** Prune trees designated by CA to maintain topiary work.

**4.1.5** Remove all dead trees with a trunk diameter of three (3) inches or less measured six (6) inches above the ground.

**4.1.6** Trees shall be inspected for structural weaknesses such as split crotch or limbs that are diseased, decayed or damaged, and any such conditions shall be reported to the CA within the same day of discovery.

**4.1.7** Remove all dead, diseased, unsightly and broken branches from trees, and prune as necessary to maintain a neat and uniform appearance. All dead and damaged branches and limbs shall be immediately removed at the point of breaking.

**4.1.8** All cut limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs, turf and ground cover.

- 4.1.9** Prune, shape, thin and top trees in accordance with tree maintenance schedules to prevent winter storm damage and to provide proper safe clearance for traffic and pedestrian walkways.
- 4.1.10** All trees shall be pruned to prevent the encroachment on private property immediately.
- 4.1.11** All trees which are downed by either natural or unnatural causes shall be removed and disposed off-site. All stumps shall be removed to 12 inches (12") below grade and wood chips removed and hold backfilled to grade.
- 4.1.12** All crossing or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 4.1.13** All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- 4.1.14** All trees shall be pruned, topped, thinned-out and shaped to provide a symmetrical appearance typical of the species.
- 4.1.15** All suckers and sprouts shall be cut flush with the trunk or limb.
- 4.1.16** No stubs will be permitted.
- 4.1.17** Contractors will be required to comply with all generally accepted industry standards for tree care practices as stated in American Standards National Institute (ANSI) A300 standards.

## **4.2 Root Pruning**

Any portion of roots exposed at grade on lawn areas and adjacent to or overgrowing the curb/sidewalk shall be removed or root pruned. When a tree is to be root pruned, it should be topped, thinned-out and shaped to compensate for surface roots that were removed.

## **4.3 Staking and Tying**

- 4.3.1** Replace all missing or damaged stakes where the tree diameter is less than three (3) inches.
- 4.3.2** Stake trees that have damaged and require a stake for support.
- 4.3.3** Stake new trees or recently planted trees that have not previously been staked.
- 4.3.4** Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement or new staking shall be completed within two (2) days.

- 4.3.5** Plant ties shall be checked and retied to prevent girdling. When the plant is established, the stake and tie shall be removed.
- 4.3.6** Stakes shall not be placed closer than eight (8) inches from the bank.
- 4.3.7** If any wires are used for tying a tree, there shall be three (3) such ties and they shall be placed inside PVC pipe for visibility.
- 4.3.8** A hose tie should allow for a minimum of three (3) inches additional clearance beyond the diameter of the branch or trunk being secured.
- 4.3.9** Two (2) stakes of pentachlorophenol treated lodge pole pine not less than eight (8) feet in length shall be used for five (5) gallon size trees, and two (2) stakes of the same type of treated wood not less than ten (10) feet shall be used for fifteen (15) gallon trees.
- 4.3.10** Guy wires shall be inflexible common grade soft lay galvanized cable.
- 4.3.11** Hose for covering wire shall be either new or used garden hose that is at least one-half inch in diameter.

#### **4.4 Required Pruning Techniques**

- 4.4.1** The initial step of pruning shall be the removal of all deadwood and weak, diseased, and insect infested and damaged limbs.
- 4.4.2** Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of this "collar." If a tree does not produce this characteristic collar, then make the fresh cut flush to the limb where it is growing.
- 4.4.3** All limbs with a diameter of one and one-half inches or greater shall be undercut to prevent splitting.
- 4.4.4** All cuts exceeding one-half inch shall be treated with an appropriate tree heal compound.

#### **4.5 Pruning Methods for Palm Trees**

- 4.5.1** All dead frond sheaths, fruit clusters and other vegetation, including ivy, shall be removed from the trunks of all palms.
- 4.5.2** All dead fronds, and parts thereof, including stubs, shall be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance

from the base to approximately eighteen (18) inches from the green fronds at the top of the tree. Precautions shall be taken so that no live fronds are partially cut and left hanging.

**4.5.3** Only the full green fronds shall remain at the crown of the palm.

**4.5.4** Palms with trunks of eight (8) feet or less and all dead and undesirable fronds must be pruned close to the trunk.

#### **4.6 Disposal of Wood Chips, Tree Limbs and Pruning Debris**

**4.6.1** Contractor shall not leave piles of wood chips, tree limbs or pruning debris anywhere within the Marina del Rey grounds.

**4.6.2** Contractor may dispose of wood chips in various medians or designated areas within Marina del Rey only upon receiving the CA's prior approval. Wood chips shall be spread evenly throughout the approved area.

**4.6.3** Contractor shall not bring wood chips or debris from any offsite area whatever into the Marina del Rey grounds.

**4.6.4** All pruning and debris shall be removed and disposed of off-site daily.

### **5.0 LOGS AND REPORTS**

#### **5.1 Contractor to Submit Work Report**

The Contractor shall submit a work report describing all completed tasks in accordance with the issued Work Order.

#### **5.2 Integrated Pest Management Program Compliance**

In accordance with Appendix A, Sample Master Agreement, Section 8.54, Contractor shall provide to the Department an annual summary of the pesticides used outdoors on County-owned or maintained property by July 1 of each year of the Contract, if Contractor performed any work on the Contract in the preceding year. For each pesticide, the summary shall include all of the following:

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

## **6.0 GREEN INITIATIVES**

- 6.1** Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 6.2** Contractor shall notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

# **APPENDIX C**

## **REQUIRED FORMS**

FORM P-1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

FORM P-2 VENDOR'S STAFFING AND WORK PLAN

FORM P-3 VENDOR'S QUALIFICATIONS/ BUSINESS AND FINANCIAL SUMMARY

FORM P-4 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

FORM P-5 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

FORM P-6 VENDOR'S QUALITY CONTROL PLAN

FORM P-7 VENDOR'S EEO CERTIFICATION

FORM P-8 VENDOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

FORM P-9 CERTIFICATION OF NO CONFLICT OF INTEREST

FORM P-10 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

FORM P-11 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

FORM P-12 REQUEST PREFERENCE PROGRAM CONSIDERATION

FORM P-13 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

FORM P-14 CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

FORM P-15 CONTRACTOR'S ADMINISTRATION

FORM P-16 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

FORM P-17 INTEGRATED PEST MANAGEMENT COMPLIANCE CERTIFICATION

FORM P-18 EMERGENCY WORK ORDER PRICE SHEET

SIGNATURE PAGE OF MASTER AGREEMENT

## VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

**Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract.**

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) \_\_\_\_\_

State \_\_\_\_\_ Year Inc. \_\_\_\_\_

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

If yes, complete:

| Name | County of Registration | Year became DBA |
|------|------------------------|-----------------|
|------|------------------------|-----------------|

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**

If yes, complete:

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

\_\_\_\_\_

\_\_\_\_\_

Vendor acknowledges and certifies that firm meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4 – Minimum Mandatory Requirements, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

- ☐ **Yes**   ☐ **No**   Vendors must have a minimum of five years' experience performing significant tree maintenance services for governmental agencies and/or private organizations;
- ☐ **Yes**   ☐ **No**   Vendor must provide a supervisor who has a minimum of two years' experience relative to the statement of work included in the Master Agreement;
- ☐ **Yes**   ☐ **No**   Vendors has included verification of the following licenses, as listed in Section 1.4 with its SOQ submission:
- ☐ Valid C-27 Landscape Contractor's License
- ☐ Valid C-61 (D49) Tree Service License
- ☐ Valid California Pest Control Business License
- ☐ Valid registration with the Los Angeles County Agricultural Commission
- ☐ **Yes**   ☐ **No**   Vendors must have certified biologist available to perform work under this Master Agreement;
- ☐ **Yes**   ☐ **No**   Vendors must have an office located in Los Angeles County;
- ☐ **Yes**   ☐ **No**   Vendor must complete and return required Forms P-1 – P-18 with the SOQ;
- ☐ **Yes**   ☐ **No**   Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

**I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| <b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise |                                        |        |          |        |       |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------|----------|--------|-------|--------|
| <b>Total Number of Employees</b> (including owners):                                                                                                                                                                     |                                        |        |          |        |       |        |
| <b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following                                                                                                              |                                        |        |          |        |       |        |
| Race/Ethnic Composition                                                                                                                                                                                                  | Owners/Partners/<br>Associate Partners |        | Managers |        | Staff |        |
|                                                                                                                                                                                                                          | Male                                   | Female | Male     | Female | Male  | Female |
| Black/African American                                                                                                                                                                                                   |                                        |        |          |        |       |        |
| Hispanic/Latino                                                                                                                                                                                                          |                                        |        |          |        |       |        |
| Asian or Pacific Islander                                                                                                                                                                                                |                                        |        |          |        |       |        |
| American Indian                                                                                                                                                                                                          |                                        |        |          |        |       |        |
| Filipino                                                                                                                                                                                                                 |                                        |        |          |        |       |        |
| White                                                                                                                                                                                                                    |                                        |        |          |        |       |        |

**II. 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 | %                      | %               | %                         | %               | %        | %     |
|       |                        |                 |                           |                 |          |       |
|       |                        |                 |                           |                 |          |       |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Other |
|-------------|----------|-------|---------------|------------------|-------|
|             |          |       |               |                  |       |
|             |          |       |               |                  |       |

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 ACCURATE.

|                                                                 |  |                                            |  |
|-----------------------------------------------------------------|--|--------------------------------------------|--|
| <b>PROPOSER NAME:</b>                                           |  | <b>COUNTY WEBVEN NUMBER:</b>               |  |
| <b>ADDRESS:</b>                                                 |  |                                            |  |
| <b>PHONE NUMBER:</b>                                            |  | <b>E-MAIL:</b>                             |  |
| <b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b> |  | <b>CALIFORNIA BUSINESS LICENSE NUMBER:</b> |  |
| <b>PROPOSER OFFICIAL NAME AND TITLE (PRINT):</b>                |  |                                            |  |
| <b>SIGNATURE</b>                                                |  | <b>DATE</b>                                |  |

**PENDING LITIGATION AND JUDGMENTS**

| JUDGMENTS WITHIN THE LAST FIVE YEARS |                |                    |                                    |
|--------------------------------------|----------------|--------------------|------------------------------------|
| NAME OF CASE                         | COURT CASE ID# | COURT JURISDICTION | OUTCOME OF CASE                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
| PENDING LITIGATION                   |                |                    |                                    |
| NAME OF CASE                         | COURT CASE ID# | COURT JURISDICTION | OUTCOME OF CASE/<br>CURRENT STATUS |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |
|                                      |                |                    |                                    |

## STAFFING AND WORK PLAN

**1a. STAFFING PLAN:** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for providing services on the Contract.

**Attach each person's resume.**

| Position                    | Name | Experience | Responsibility |
|-----------------------------|------|------------|----------------|
|                             |      |            |                |
|                             |      |            |                |
|                             |      |            |                |
| Contractor's Representative |      |            |                |
| Other:                      |      |            |                |

**1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION** \_\_\_\_\_

**1c. IDENTIFY PARTNERS/SUBCONTRACTORS**

| Principal | Firm Name | Relationship to<br>Proposer | Specialty | Address | Phone |
|-----------|-----------|-----------------------------|-----------|---------|-------|
|           |           |                             |           |         |       |
|           |           |                             |           |         |       |
|           |           |                             |           |         |       |
|           |           |                             |           |         |       |

**1d. ADDITIONAL EMPLOYEES:** Provide the job titles and number of employees who will be responsible for complying with the requirements of the Contract.

| TITLE | NUMBER | RESPONSIBILITIES |
|-------|--------|------------------|
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |
|       |        |                  |

**Attach additional pages if necessary.**

- 2. VENDOR'S APPROACH:** Provide a narrative discussion of the experience of Vendor's staff, including the ability to provide a supervisor with a minimum of two years' experience providing these services as well as the ability to provide a certified biologist to perform work under this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Attach additional pages if necessary.**

## **VENDOR'S QUALIFICATIONS, BUSINESS AND FINANCIAL BUSINESS SUMMARY**

**VENDOR'S Name:** \_\_\_\_\_

### **1. VENDOR'S BACKGROUND AND EXPERIENCE**

Vendor shall demonstrate it meets the minimum mandatory qualifications stated in RFSQ sub-paragraph 1.4, by providing the following:

- Description of Vendor's background and experience performing tree maintenance and removal services for governmental and/or private organizations;
- A copy of Vendor's valid C-27 Landscape Contractor's and C-61 Tree Services License;
- A copy of Vendor's valid California Pest Control Business License;
- A copy of a valid California Pest Control Business License;
- A copy of a valid registration with the Los Angeles County Agricultural Commission.

**2. Attach an organizational chart or describe the organization of your firm, including the number of full-time workers employed (indicate N/A if you are an individual consultant).**

**3. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Sections 8.23 and 8.24 of the Contract.**

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

**5. VENDOR'S REFERENCES**

Provide a listing of all contracts performed within the last five years, including County and other governmental entities. Failure to document the years of experience as required in accordance with the Mandatory Minimum Requirements stated in RFSQ subparagraph 1.4, may be grounds for disqualification. County reserves the right to contact any reference of Vendor, listed or not listed.

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

Attach additional pages if needed.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

|                        |                               |                       |                             |                       |
|------------------------|-------------------------------|-----------------------|-----------------------------|-----------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   | # of Years / Term of Contract |                       | Type of Service             | Dollar Amt.           |
| <b>2. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   | # of Years / Term of Contract |                       | Type of Service             | Dollar Amt.           |
| <b>3. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   | # of Years / Term of Contract |                       | Type of Service             | Dollar Amt.           |
| <b>4. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   | # of Years / Term of Contract |                       | Type of Service             | Dollar Amt.           |
| <b>5. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   | # of Years / Term of Contract |                       | Type of Service             | Dollar Amt.           |

## PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

|                        |                        |                         |                             |                       |
|------------------------|------------------------|-------------------------|-----------------------------|-----------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |
| <b>2. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |
| <b>3. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |
| <b>4. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |

## QUALITY CONTROL PLAN

Vendor shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Master Agreement. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the work requirements.
  - A plan for reviewing the work of Vendor and Vendor's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
  - The methods for identifying and preventing unsatisfactory performance of the work.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

**VENDOR'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CERTIFICATION                                                                                                                                                                    | YES   | NO    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| 1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.                                                                               | (   ) | (   ) |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.                                                                                     | (   ) | (   ) |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.                                                                | (   ) | (   ) |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables. | (   ) | (   ) |

---

Signature

---

Date

---

Name and Title of Signer (Please Print)

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

|                                  |        |           |
|----------------------------------|--------|-----------|
| Company Name:                    |        |           |
| Company Address:                 |        |           |
| City:                            | State: | Zip Code: |
| Telephone Number:                |        |           |
| Solicitation For _____ Services: |        |           |

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

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

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

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

***CERTIFICATION OF NO CONFLICT OF INTEREST***

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

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

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Vendor Name

---

Vendor Official Title

---

Official's Signature

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV).

**Vendors unable to meet this requirement shall not be considered for contract award.**

Vendor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Vendor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County)/ \_\_\_\_\_NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES \_\_\_\_\_NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_N/A (Program not available)

Vendor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID 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

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **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 to 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:           |          | Date:             |      |
|                      |          |                   |      |
| Reviewer's Signature | Approved | Disapproved       | Date |
|                      |          |                   |      |

## ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

### VENDOR CERTIFICATION

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

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Master Agreement and agrees that Vendor or a member of his staff performing work under the proposed Master Agreement will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any submittal, or cancellation of any resultant Master Agreement, 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:  |

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

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

The Vendor/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

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

The Vendor/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---



---

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

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

Date: \_\_\_\_\_

CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT REPRESENTATIVE:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

### PROPOSER/VENDOR/CONTRACTOR CERTIFICATION

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

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

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

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

**INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION**

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

**PROPOSER CERTIFICATION**

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.54 (Integrated Pest Management Program Compliance) of the proposed Contract. The entire Countywide IPM Program is available at [www.lacountyipm.org](http://www.lacountyipm.org).

Proposer acknowledges and certifies compliance with Section 8.54 (Integrated Pest Management Program Compliance) of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program 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:  |

## EMERGENCY SERVICE RATES AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES

Work Orders issued for Emergency Tree Services (as defined in Paragraph 2.0 of the Sample Master Agreement) will be compensated at the quoted hourly rates. Please fill in the shaded boxes. Contractors' rates shall remain firm and fixed for the term of the agreement, including any renewal options exercised by the County.

The Master Agreement does not guarantee a Contractor any minimum amount of work. County does not promise, warrant or guarantee that County will utilize any particular Contractor's services or any services at all during the term of the Master Agreement.

| PERSONNEL            | HOURLY RATE |
|----------------------|-------------|
| Senior Tree Trimmer  | \$          |
| Tree Trimmer         | \$          |
| Tree Services Worker | \$          |
| Grounds Person       | \$          |
| Foreman              | \$          |
| Supervisor           | \$          |
| Arborist             | \$          |
| Biologist            | \$          |

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of Beaches and Harbors Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director, Beaches and Harbors

CONTRACTOR

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

|                     |                   |
|---------------------|-------------------|
| Vendor Name:        | Date of Request:  |
| Solicitation Title: | Solicitation No.: |

|                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>For County use only</i></b>                                                                                                                    |
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date Transmittal Received by County: _____ Date Solicitation Released: _____ |
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Reviewed by: _____                                                           |

## **COUNTY OF LOS ANGELES**

### **POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

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

#### ***WE RECOGNIZE . . .***

##### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

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

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

#### ***WE THEREFORE SHALL:***

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

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2019)

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

---

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2019 are less than \$55,952 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.010 Findings and declarations.**

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

**2.206.20 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.206.030 Applicability.**

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

**2.206.40 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.50 Administration and compliance certification.**

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

**2.206.60 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.70 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

APPENDIX I

Page 4 of 4

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

# **EXHIBITS**

EXHIBIT A: Work Order

EXHIBIT B: County's Administration

EXHIBIT C: Marina del Rey Service Area Map

EXHIBIT D: L. A. County Beaches Area Map

EXHIBIT E: L. A. County Tree Inventory - Beaches

EXHIBIT F: L. A. County Tree Inventory – Marina del Rey

EXHIBIT G: Tree Pruning Policy in Marina del Rey – Department Policy No. 23

EXHIBIT H: Contractor Acknowledgement and Confidentiality Agreement

**AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES**

Work Order No. \_\_\_\_\_

**This Section to be completed by the Department**

Proposed Project Title: \_\_\_\_\_

Date Work Order Bid Issued: \_\_\_\_\_ Due Date to Return Work Order Bid: \_\_\_\_\_

Proposed Project Start Date: \_\_\_\_\_ Work Order Term: \_\_\_\_\_

County Contract Administrator: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

☒ See Attached Statement of Work**This Section to be completed by the Contractor**

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor's Personnel/ Hourly Rate/Number of Hours/Cost to Complete Project:**

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs.: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs.: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs.: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs.: \_\_\_\_\_ Total: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Hrs.: \_\_\_\_\_ Total: \_\_\_\_\_

TOTAL MAXIMUM COMPENSATION: \$ \_\_\_\_\_

**PROPOSED PROJECT**

Contractor's Proposed Work Plan: \_\_\_\_\_

---



---



---



---



---



---

☐ Additional Pages

## AS-NEEDED TREE MAINTENANCE AND REMOVAL SERVICES

**Acceptance.** Contractor shall satisfactorily perform all tasks and provide all deliverables detailed in the Statement of Work attached hereto. Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Subparagraph 8.3 of the Statement of Work, which establishes that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work that is not specified in this Work Order, and/or utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Compensation of this Work Order, and/or that goes beyond the expiration date of this Work Order.

**Compensation.** Contractor shall be compensated in accordance with its submitted rates on Form P-1. Compensation shall not exceed the Total Maximum Compensation stated above.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DEPUTY DIRECTOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

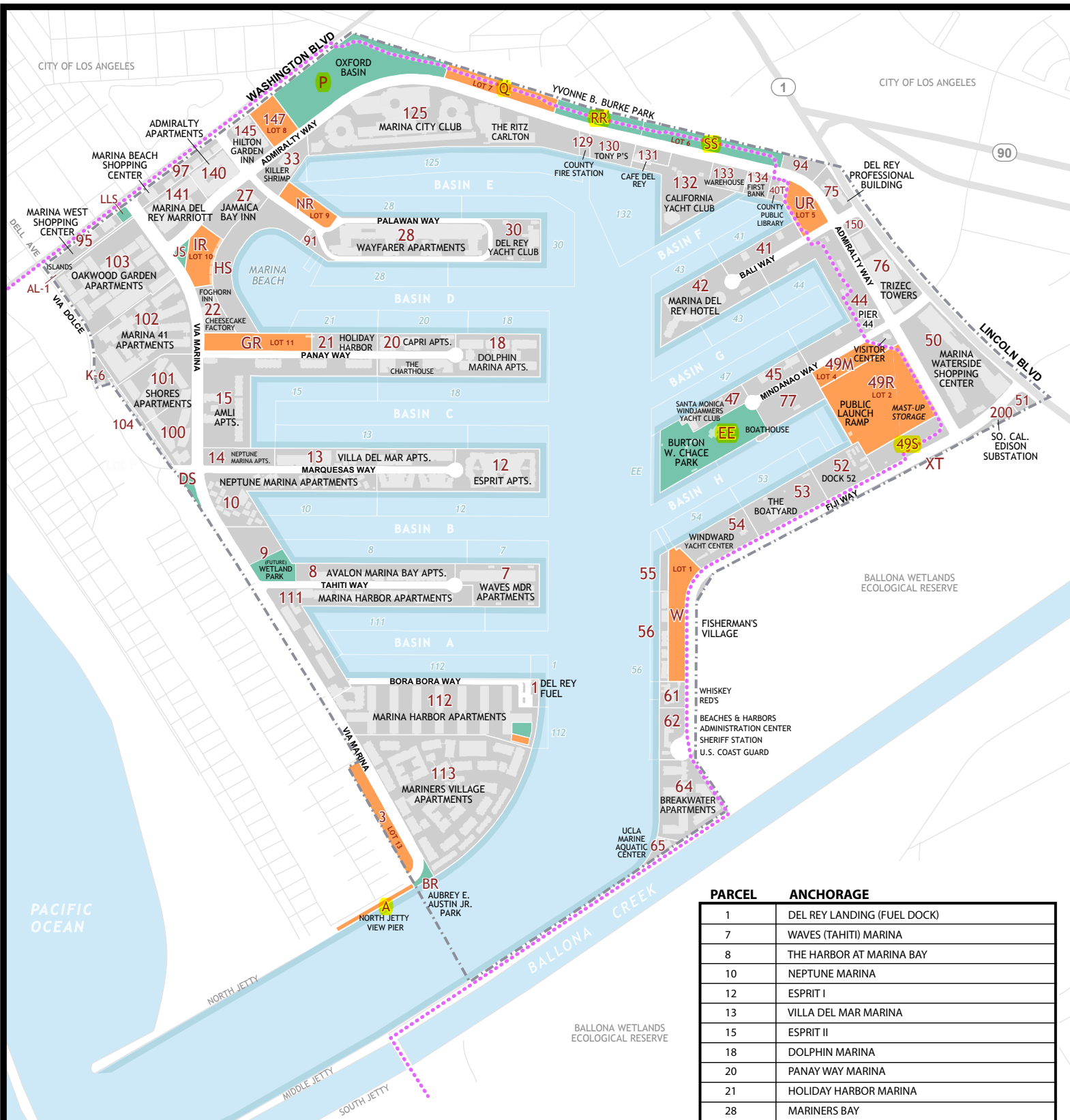
**COUNTY'S PROJECT DIRECTOR:**

|                |                            |
|----------------|----------------------------|
| Name:          | Kenneth Foreman            |
| Title:         | Division Chief             |
| Address:       | 13483 Fiji Way, Trailer #1 |
|                | Marina del Rey, CA 90292   |
| Telephone:     | (424) 526-7840             |
| Email Address: | KForeman@bh.lacounty.gov   |

**COUNTY'S CONTRACT ADMINISTRATOR**

|                |                          |
|----------------|--------------------------|
| Name:          | John Giles               |
| Title:         | Assistant Division Chief |
| Address:       | 13837 Fiji Way           |
|                | Marina del Rey, CA 90292 |
| Telephone:     | (424) 526-7841           |
| Email Address: | Jgiles@bh.lacounty.gov   |

|                |                          |
|----------------|--------------------------|
| Name:          | Jose Bedolla             |
| Title:         | District Manager         |
| Address:       | 13555 Fiji Way           |
|                | Marina del Rey, CA 90292 |
| Telephone:     | (424) 526-7861           |
| Email Address: | JBedolla@bh.lacounty.gov |



# COUNTY OF LOS ANGELES MARINA DEL REY



--- Marina del Rey Boundary

..... Marvin Braude Bike Trail

Parks and Open Space

Public Parking Lots

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

## LOS ANGELES COUNTY BEACHES

Dan Blocker Beach  
26000 Pacific Coast Highway  
Malibu, CA 90265

Dockweiler Beach  
12000 Vista del Mar  
Playa del Rey, CA

El Sol  
3340 Pacific Coast Highway  
Malibu, CA 90265

Hermosa Beach  
Hermosa Avenue and 33rd Street  
Hermosa Beach, CA 90254

Las Tunas Beach  
19444 Pacific Coast Highway  
Malibu, CA 90265

Latigo Shores  
26614 Seagull Way  
Malibu, Ca. 90265

Malibu Surfrider Beach  
23050 Pacific Coast Highway  
Malibu, CA 90265

Manhattan Beach  
400 - 4500 The Strand  
Manhattan Beach, CA 90266

Nicholas Canyon  
33850 Pacific Coast Highway  
Malibu, CA 90265

Point Dume  
7103 Westward Beach Rd.  
Malibu, CA 90265

Point Fermin  
981 Paseo Del Mar  
San Pedro, CA 90731

Redondo Beach  
400 – 1700 Esplanade  
Redondo Beach, CA 90277

Topanga Beach  
18700 Pacific Coast Highway  
Pacific Palisades, CA 90265

Torrance Beach  
387 Paseo de la Playa  
Torrance, CA 90501

Venice Beach  
2700 to 3100 Ocean Front Walk  
Venice, CA 90291

White Point - Royal Palms  
1799 Paseo del Mar  
San Pedro, CA 90732

Will Rogers Beach  
17000 Pacific Coast Highway  
Pacific Palisades, CA 90272

Zuma  
30000 Pacific Coast Highway  
Malibu, CA 90265

# Dan Blocker County Beach



# Dockweiler State Beach



# El Sol County Beach





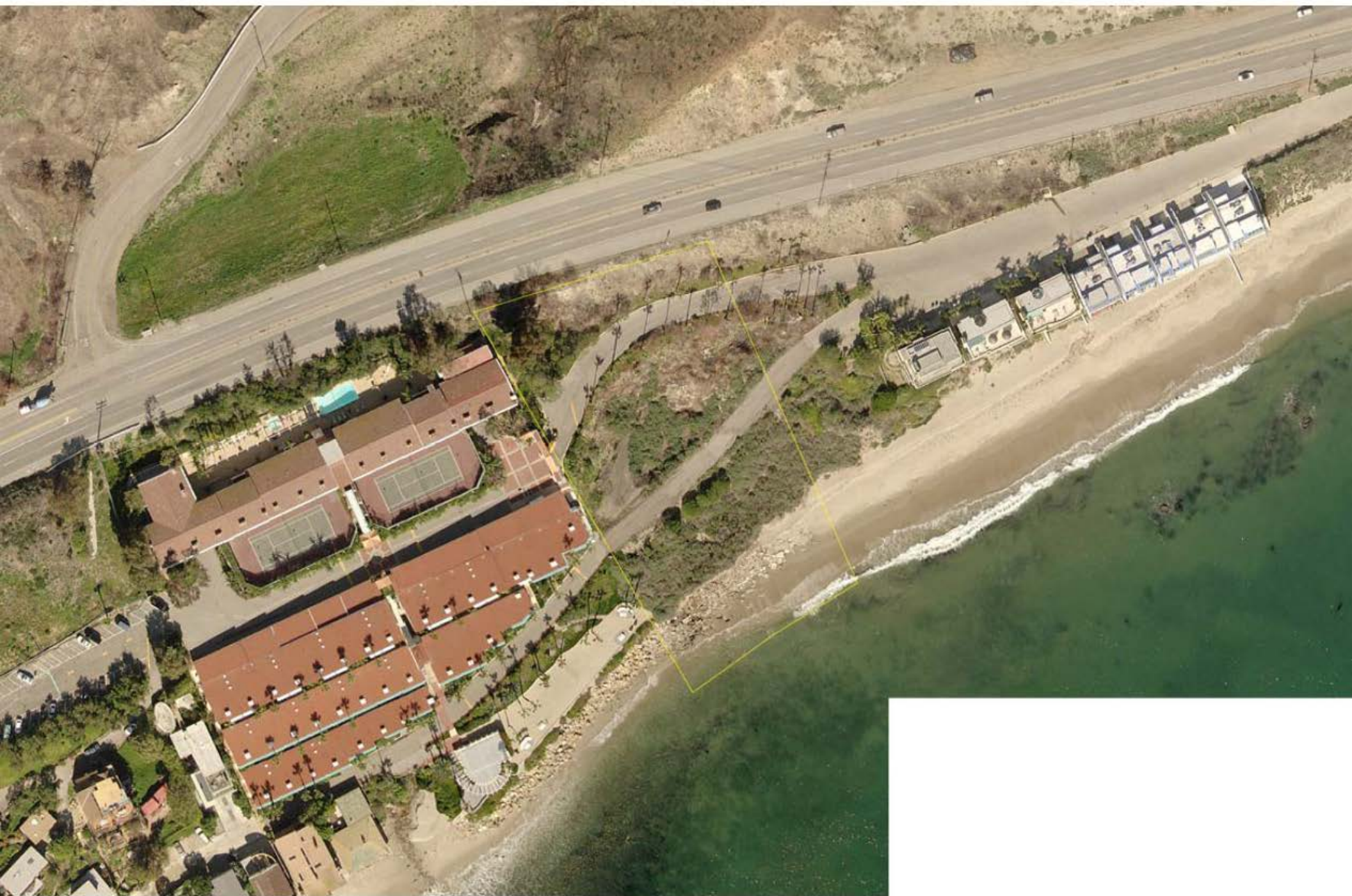
Hermosa  
City Beach

# Las Tunas County Beach

Exhibit D



# Latigo Shores County Beach





Malibu Lagoon (Surfrider)  
County Beach

# Manhattan Beach County Beach



# Nicholas Canyon County Beach



# Point Dume County Beach



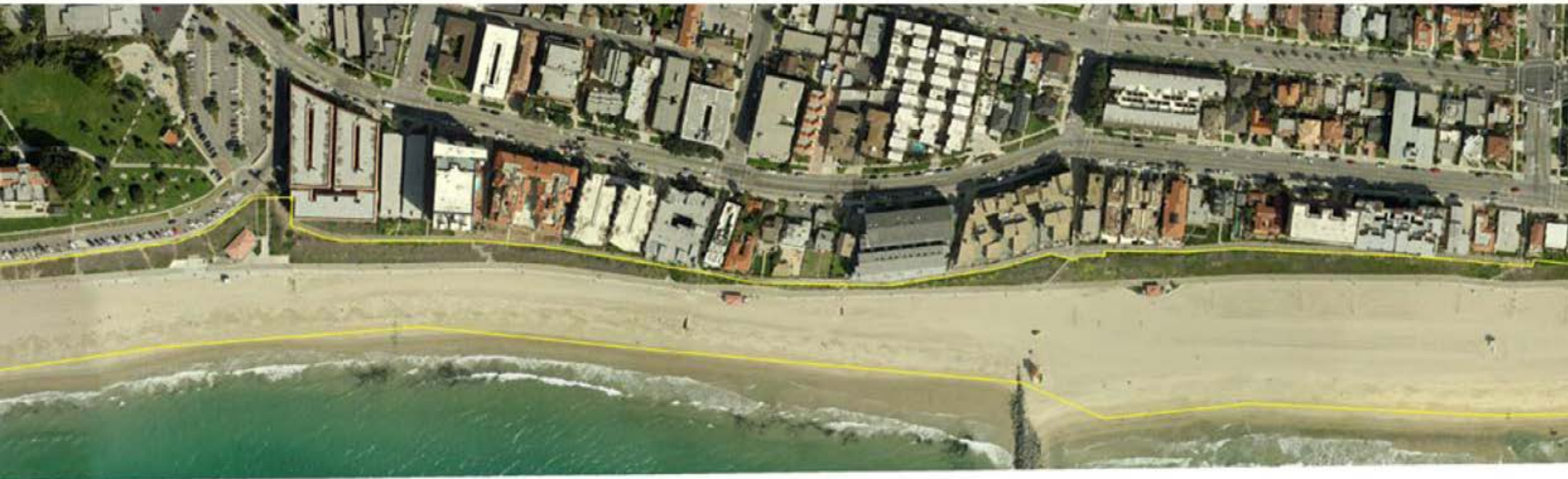
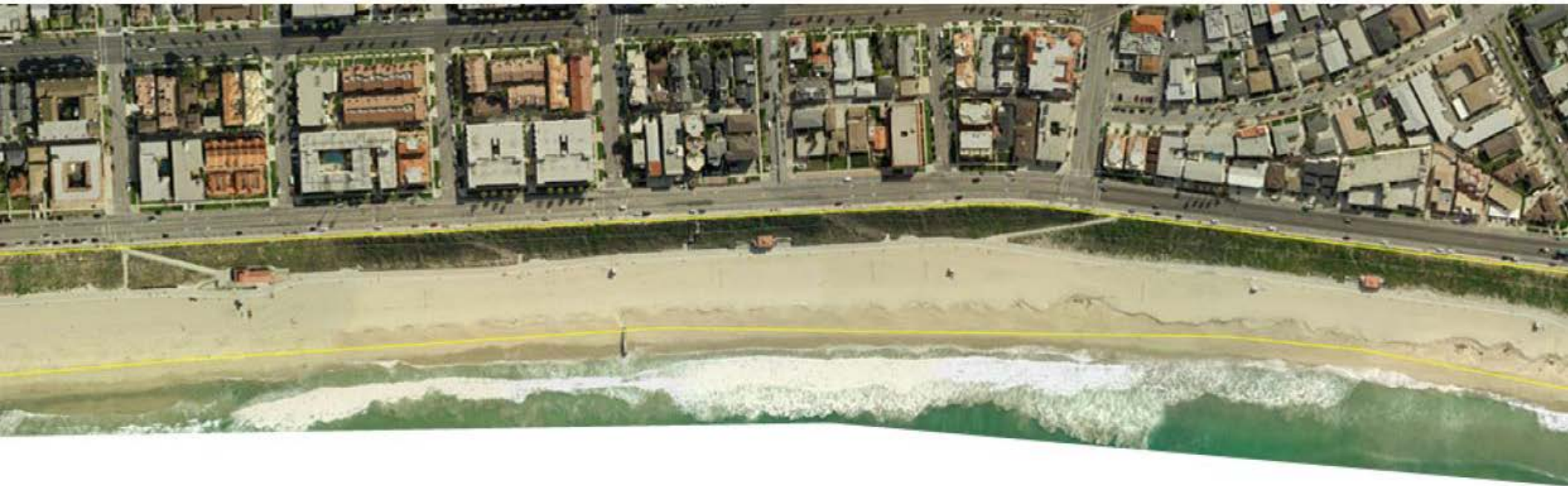
# Point Fermin City Beach

Exhibit D



# Redondo Beach County Beach

Exhibit D



# Royal Palms County Beach

Exhibit D



# Topanga County Beach



# Torrance County beach

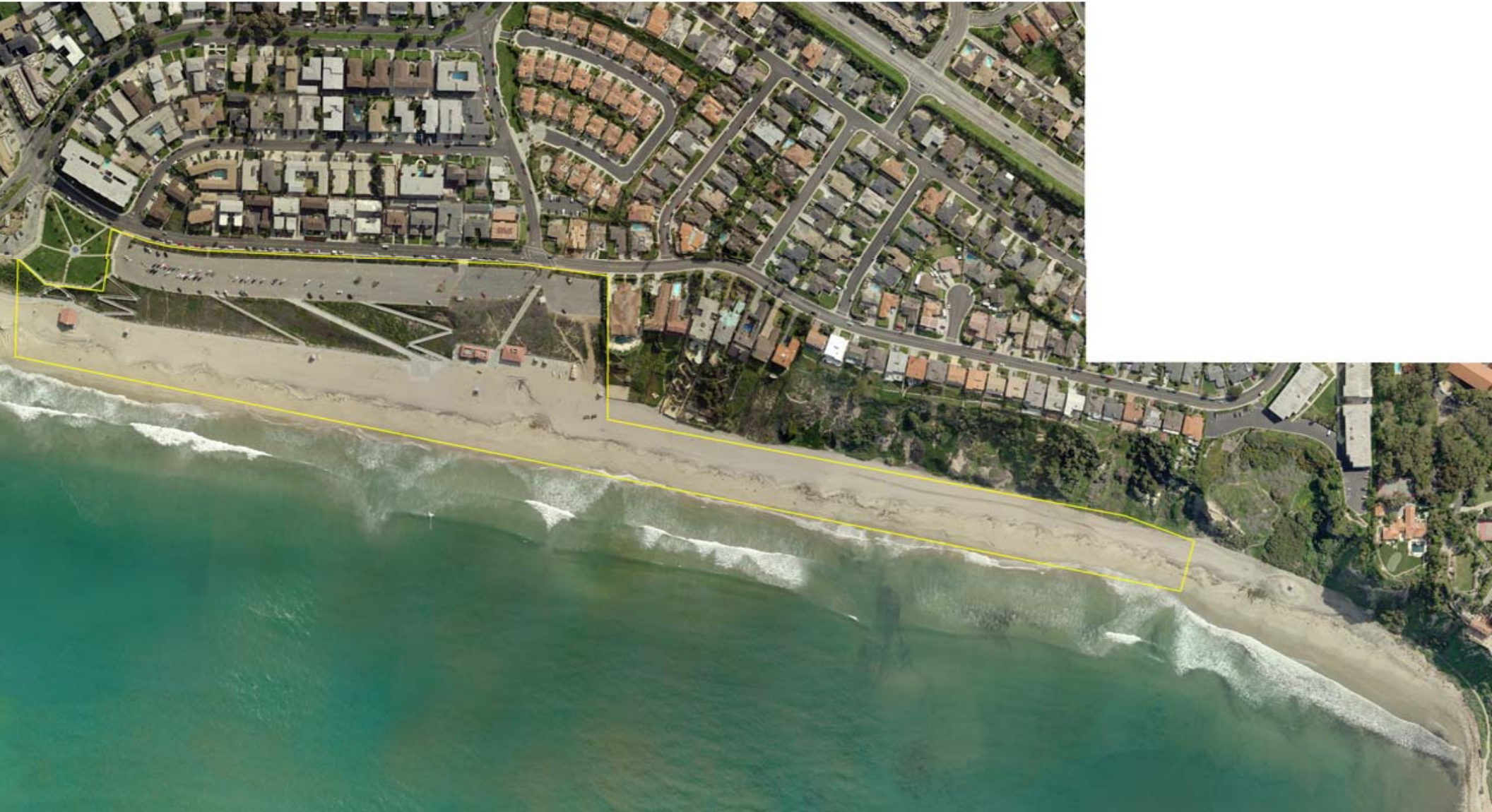


Exhibit D  
Venice City Beach



# White Point County Beach

Exhibit D





Exhibit D

# Will Rogers State Beach

# Zuma County Beach



## Exhibit E

# BEACH TREE INVENTORY

### 1. NICHOLAS CANYON BEACH (Upper Parking Lot)

| <u>TREE SPECIES</u>                                                                   | <u>QTY</u> | <u>AVERAGE HEIGHT</u> | <u>SPREAD</u> |
|---------------------------------------------------------------------------------------|------------|-----------------------|---------------|
| Eucalyptus                                                                            | 18         | 30'                   | 25'           |
| Eucalyptus (At the back of the Parking Lot)                                           | 15         |                       |               |
| Pepper Tree                                                                           | 1          |                       |               |
| Palm                                                                                  | 1          |                       |               |
| Palm (On Service Road)                                                                | <u>2</u>   |                       |               |
| Remove all suckers                                                                    |            |                       |               |
| Road Clearance - 250' of hedges to be trimmed (cut vertically) along the service road |            |                       |               |
| <b>Total</b>                                                                          | <b>37</b>  |                       |               |

### 2. EL SOL BEACH

|                          |           |     |     |
|--------------------------|-----------|-----|-----|
| Podocarpus (Yew Pine)    | 3         | 20' | 20' |
| Eucalyptus               | 5         | 15' | 12' |
| Myoporum (TO BE REMOVED) | <u>5</u>  |     |     |
| <b>Total</b>             | <b>13</b> |     |     |

### 3. ZUMA BEACH ( Zuma Circle, Areas East and West of P.C.H. Underpass)

|                |          |     |     |
|----------------|----------|-----|-----|
| Eucalyptus sp. | 4        | 30' | 25' |
| Sycamore       | <u>1</u> | 65' | 60' |
| <b>Total</b>   | <b>5</b> |     |     |

### 4. LATIGO SHORES BEACH

|                  |          |     |     |
|------------------|----------|-----|-----|
| Willow           | 1        | 65' | 35' |
| Brazilian Pepper | <u>2</u> | 20' | 15' |
| <b>Total</b>     | <b>3</b> |     |     |

### 5. NORTH TOPANGA (Dirt Parking Lot Area)

|                     |   |     |     |
|---------------------|---|-----|-----|
| Blue Gum Eucalyptus | 5 | 30' | 12' |
|---------------------|---|-----|-----|

### NORTH TOPANGA (Developed Area)

|                          |           |     |     |
|--------------------------|-----------|-----|-----|
| Yuccas                   | 2         | 30' | 20' |
| Blue Gum Eucalyptus      | 25        | 30' | 25' |
| Silk She Oaks            | 12        |     |     |
| Myoporum                 | 4         | 25' | 20' |
| Myoporum (TO BE REMOVED) | <u>1</u>  |     |     |
| <b>Total</b>             | <b>49</b> |     |     |

Exhibit E

# BEACH TREE INVENTORY

## 6. WILL ROGERS BEACH (Maintenance Service yard)

|                      |    |     |     |
|----------------------|----|-----|-----|
| Oleander             | 17 |     |     |
| Pines                | 5  |     |     |
| Weeping Bottle Brush | 2  | 20' | 15' |

## WILL ROGERS BEACH (Bel Aire & LGHQ Area)

|                    |           |     |     |
|--------------------|-----------|-----|-----|
| Bottle Brush       | 1         | 15' | 5'  |
| Palms              | 3         |     |     |
| Carary Island Pine | <u>8</u>  | 25' | 15' |
| <b>Total</b>       | <b>36</b> |     |     |

## 7. DOCKWEILER BEACH (Maintenance Service Yard)

|             |   |     |     |
|-------------|---|-----|-----|
| Corral Tree | 1 | 20' | 15' |
| Rubber Tree | 1 | 30' | 20' |

## DOCKWEILER BEACH (Kilgore Parking Lot -(North) - entrance/exit island & north corner)

|                          |   |     |     |
|--------------------------|---|-----|-----|
| Pine (north/east corner) | 1 | 7'  | 15' |
| Rubber Tree (island)     | 1 | 20' | 15' |

## DOCKWEILER BEACH (Imperial Hilltops (North & South halves)

|                         |   |     |     |
|-------------------------|---|-----|-----|
| Ficus Tree (north hill) | 8 | 15' | 10' |
| Ficus Tree (south hill) | 8 | 15' | 10' |
| UNKNOWN Type (north)    | 1 | 8'  | 10' |

## DOCKWEILER BEACH (Deauville Parking Lot)

|                   |   |    |    |
|-------------------|---|----|----|
| Pink Bottle Brush | 4 | 7' | 8' |
| Acacia            | 1 | 6' | 8' |

## DOCKWEILER BEACH (Gillis Restrooms)

|                  |              |           |    |
|------------------|--------------|-----------|----|
| Ficus            | <u>2</u>     | 8'        | 6' |
| Dockweiler Beach | <b>Total</b> | <b>28</b> |    |

## 8. MANHATTAN BEACH (2600 Strand)

|                            |                  |     |     |
|----------------------------|------------------|-----|-----|
| Coral Tree                 | 3                |     | 25' |
| New Zealand Christmas Tree | 19               | 25' | 20' |
| <b>Total</b>               | <b><u>22</u></b> |     |     |

**White Point****Exhibit E**

|                       |          |     |     |
|-----------------------|----------|-----|-----|
| Eucalyptus            | 3        | 15' | 12' |
| Pine                  | 4        | 15' | 13' |
| New Zealand Christmas | 2        | 13' | 12' |
| Total                 | <u>9</u> |     |     |

**GRAND TOTAL 202**

### **Beach Palm Inventory**

| <b>1. ZUMA BEACH</b>                                        | <b>PALM SPECIE</b> | <b>QTY</b> | <b>AVERAGE HEIGHT</b> |
|-------------------------------------------------------------|--------------------|------------|-----------------------|
| <b>Locations</b>                                            |                    |            |                       |
| <b>Zuma Beach Entrance</b>                                  | Mexican Fan Palm   | 33         | 65'                   |
| Zuma Restroom #3                                            |                    | 1          | 40'                   |
| Zuma L.G. Headquarters                                      |                    | 1          | 7'                    |
| Zuma Restroom #5                                            |                    | 7          | 45'                   |
| Zuma Restroom #6                                            |                    | 7          | 45'                   |
| Eucalyptus (Remove with Stump) at Zuma Entrance East of PCH |                    | 3          |                       |
| Sycamore (Remove with Stump)                                |                    | <u>1</u>   |                       |
| <b>Total</b>                                                |                    | <b>53</b>  |                       |
| <b>2. POINT DUME BEACH</b>                                  |                    |            |                       |
| Parking Lot Area                                            | Mexican Fan Palm   | <u>4</u>   | 25'                   |
| <b>Total</b>                                                |                    | <b>4</b>   |                       |
| <b>3. NORTH TOPANGA BEACH</b>                               |                    |            |                       |
| North of Creek                                              | Phoenix Fan Palm   | 1          | 30'                   |
| Planter Beds, Service Rd.                                   |                    |            |                       |
| South of Creek                                              | Mexican Fan Palm   | <u>30</u>  | 65'                   |
| <b>Total</b>                                                |                    | <b>31</b>  |                       |
| <b>4. SOUTH TOPANGA BEACH</b>                               |                    |            |                       |
| Along P.C.H. (Ocean Side)                                   | Phoenix Fan Palm   | 2          | 45'                   |
|                                                             | Mexican Fan Palm   | <u>1</u>   | 55'                   |
| <b>Total</b>                                                |                    | <b>3</b>   |                       |
| <b>5. WILL ROGERS BEACH</b>                                 |                    |            |                       |
| Castle Rock Parking Lot                                     | Mexican Fan Palm   | 6          | 55'                   |
| Bel Airs Parking Lot                                        | Mexican Fan Palm   | 13         | 65'                   |
| Turf Area                                                   |                    |            |                       |
| Maintenance yard                                            | Mexican Fan Palm   | 8          | 65'                   |
| Temescal Entrance                                           | Mexican Fan Palm   | 18         | 65'                   |
| Parking Lot                                                 |                    | 3          |                       |
| Lifeguards Headquarters                                     | Mexican Fan Palm   | 6          | 50'                   |
| Parking Lot                                                 |                    |            |                       |
| Chautauqua Parking Lot                                      | Mexican Fan Palm   | 2          | 50'                   |
| Queen Palm                                                  | Mexican Fan Palm   | <u>2</u>   | 30'                   |
| <b>Total</b>                                                |                    | <b>58</b>  |                       |

**Exhibit E****6. VENICE**

|                        |                  |           |     |
|------------------------|------------------|-----------|-----|
| Rose Parking lot       | Mexican Fan Palm | 30        |     |
| Washington Parking Lot | Mexican Fan Palm | 17        | 55' |
| Culver/Tower           | Plam             | <u>1</u>  |     |
| <b>Total</b>           |                  | <b>48</b> |     |

**Beach Palm Inventory****7. DOCKWEILER BEACH**

|                    |                       |            |         |
|--------------------|-----------------------|------------|---------|
| Imperial Entrance  | Mexican Fan Palm      | 12         | 20'-50' |
| R.V. Site          | Mexican Fan Palm      | 40         | 35'     |
| Kilgore P/Lot      | Mexican Fan Palm      | 55         | 30'-45' |
| Kilgore P/Lot      | Palms - TO BE REMOVED | 2          |         |
| Deauville P/Lot    | Mexican Fan Palm      | 11         | 25'-40' |
| Deauville Restroom | Mexican Fan Palm      | 4          | 30'     |
| Maintenance Yard   | Mexican Fan Palm      | 21         | 25'-50' |
| Old Abandon Bldg.  | Mexican Fan Palm      | 20         | 25'-35' |
| Gillis Area        | Mexican Fan Palm      | 27         | 25'-50' |
| Gillis Area        | Palms - TO BE REMOVED | 1          |         |
| Culver Restroom    | Mexican Fan Palm      | 1          | 35'     |
| Trolly Way         | Mexican Fan Palm      | 3          | 35'     |
| Pacific Bridge     | Mexican Fan Palm      | <u>10</u>  | 20'-35' |
| <b>Total</b>       |                       | <b>207</b> |         |

**8. MANHATTAN BEACH**

|              |                  |          |     |
|--------------|------------------|----------|-----|
| Rosecrans    | Mexican Fan Palm | 2        | 50' |
| 32nd Street  | Mexican Fan Palm | 1        | 40' |
| 34th Street  | Mexican Fan Palm | 3        | 35' |
| 35th Street  | Mexican Fan Palm | <u>3</u> | 40' |
| <b>Total</b> |                  | <b>9</b> |     |

**9. TORRANCE BEACH**

|                      |                  |          |     |
|----------------------|------------------|----------|-----|
| Torrance Beach P/Lot | Mexican Fan Palm | <u>4</u> | 35' |
| <b>Total</b>         |                  | <b>4</b> |     |

**10. WHITE POINT BEACH**

|              |                  |           |     |
|--------------|------------------|-----------|-----|
| Parking Area | Mexican Fan Palm | 6         | 30' |
|              | Date Palm        | 6         | 20' |
|              | Canary Date palm | <u>3</u>  |     |
| <b>Total</b> |                  | <b>15</b> |     |

**11. ROYAL PALMS BEACH**

|              |                  |           |     |
|--------------|------------------|-----------|-----|
|              | Mexican Fan Palm | 50        | 30' |
|              | Date Palm        | <u>26</u> | 20' |
| <b>Total</b> |                  | <b>76</b> |     |

**12. POINT FERMIN**

|                                                       |                  |            |                   |
|-------------------------------------------------------|------------------|------------|-------------------|
| Point Fermin Area                                     | Phoenix Fan Palm | 167        | <b>Exhibit E</b>  |
|                                                       |                  | 4          | 50'               |
|                                                       | Mexican Fan Palm | 11         | 80'               |
|                                                       | Phoenix Fan Palm | 58         | 6'                |
|                                                       | Wind Mill Palm   | 1          | 30'               |
| <b>Total</b>                                          |                  | <b>241</b> |                   |
| <b>GRAND TOTAL</b>                                    | <b>749</b>       |            |                   |
| <b><u>GRAND TOTAL OF ALL TREES ON ALL BEACHES</u></b> |                  |            | <b><u>960</u></b> |

**EXHIBIT F****MARINA TREE INVENTORY**

| <b>TREE TYPE</b>  | <b>QUANTITY</b> |
|-------------------|-----------------|
| Coral Tree        | 143             |
| Eucalyptus        | 236             |
| Carrotwood        | 10              |
| Elm Tree          | 4               |
| Palm Tree         | 364             |
| Rusty Leaf Fig    | 174             |
| Melaleuca         | 395             |
| Brazilian Pepper  | 46              |
| Bottle Brush      | 72              |
| Podocarpus        | 10              |
| Myoporum          | 74              |
| California Pepper | 10              |
| Acacia            | 2               |
| Sweet Shade       | 3               |
| Evergreen Pear    | 23              |
| NZ Christmas Tree | 174             |
| Juniper           | 87              |
| Pine Tree         | 79              |
| Catalina Ironwood | 16              |
| Ficus             | 19              |
| Cypress           | 25              |
| Spruce            | 1               |
| Bird of Paradise  | 18              |
| Mariporum         | 7               |
| Oleander          | 16              |
| Malaluca          | 12              |
| Silk Floss        | 2               |
| <b>TOTAL</b>      | <b>2,022</b>    |

|                                                                                                                                                         |                                                                                                                                                                   |                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|  <p>LOS ANGELES COUNTY<br/>Department of<br/>Beaches &amp; Harbors</p> | <p><b>DEPARTMENT OF BEACHES AND HARBORS</b></p> <p><b>Tree Pruning in Marina del Rey and on County Beaches in Accordance with Native Bird Breeding Cycles</b></p> | <p><b>Policy No. 23</b></p> |
| <p>Page 1 of 4</p>                                                                                                                                      | <p>Approved by: D. Wayne Schumaker, Chief<br/>Facilities and Property Maintenance Division</p>                                                                    | <p>Revised: 12/05/06</p>    |

## **FACILITIES & PROPERTY MAINTENANCE DIVISION – POLICY/PROCEDURE**

**SUBJECT: TREE PRUNING IN MARINA DEL REY AND ON COUNTY BEACHES IN ACCORDANCE WITH NATIVE BIRD BREEDING CYCLES**

### **1.0 INTRODUCTION/PURPOSE**

- 1.1 To establish guidelines within Marina del Rey and on County beaches for the pruning of trees in consideration of the great blue heron (*Ardea herodias*) and other breeding bird species to reduce or eliminate impacts on their nesting habitats.

### **2.0 POLICY**

#### **CODES:**

#### **2.1 California Fish and Game Code 3503**

- 2.1.1 "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto."

#### **2.2 California Fish and Game Code 3513**

- 2.2.1 "It is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act."

#### **2.3 Migratory Bird Treaty Act – U.S. Code Section 703**

- 2.3.1 Subsection 703 states, "Taking, killing, or possessing migratory birds is unlawful." This applies to the taking of any part, nest, or eggs or any bird.

#### **2.4 Special Purpose Permits – U.S. Code Title 50, Section 21.27**

- 2.4.1 Subsection 21.27 states, "Special purpose permit is required before any person may lawfully take, salvage, otherwise acquire, transport, or possess migratory birds, their parts, nests, or eggs for any purpose." Said permit application shall be submitted to the U.S. Fish and Wildlife Service's Regional Office.

## **PROCEDURE:**

### **3.0 Exclusions For Emergencies**

- 3.1 The Department shall determine if an imminent danger exists to any person or property, due to a natural occurrence or disaster jeopardizing public health or safety, before proceeding with tree removal or other remedies.
- 3.2 The Department to photo document the occurrence and create an incident file or paper trail. Incident file shall be available for public agency inspection.

### **4.0 General Pruning Specifications**

- 4.1 Special emphasis shall be placed on public safety during pruning operations, particularly when the operation is adjacent to roadways, sidewalks, and in parks.
- 4.2 To the extent possible, the annual tree pruning activities shall be performed from October through December of each year. The Department shall retain the services of a qualified biologist to survey the trees and make recommendations based on his findings.
- 4.3 Seven days prior to commencement of the annual tree pruning activities, a qualified biologist shall walk the grounds with a pair of binoculars to observe if the juveniles have fledged the nests and that the adults are not starting a new clutch.
- 4.4 If the project activities cannot feasibly avoid the breeding season (January 1 – September 30), the Department of Fish and Game recommends a monitoring program beginning thirty days prior to the disturbance of an active nest. The Department shall arrange for weekly bird surveys to detect any protected native birds in the habitat to be removed and any other such habitat within 300 feet of the construction work area (within 500 feet for raptors). A qualified biologist with experience in conducting bird surveys shall conduct the inspections.
- 4.5 In the event that the great blue herons return during the October through December period, tree pruning will be stopped until a qualified biologist assesses the site and gives his approval to proceed. He may give conditional approval to proceed within 300 lineal feet of the occupied tree.
- 4.6 The biologist will conduct a ground level visual inspection of the trees scheduled for pruning and notate on a plot plan those trees that he suspects have active nests.
- 4.7 Once the qualified biologist gives the Department notice that all of the above conditions have been met, it will notify in writing the Department of Fish and Game, the U.S. Fish and Wildlife Service, and the California Coastal Commission of its intent to commence tree pruning.

- 5.0 If it is not obvious from the ground that breeding activities have commenced, the biologist will make a close range observation of each nest. The close range observation is intended to provide photographic proof that there had been no eggs in the nests and that nest maintenance had not taken place within the immediate time of the surveys. Photographs of the nests will be taken from above, as near to vertical as possible. Access to the nests will be provided by a cherry picker or boom truck, with the Department's tree service contractor or own equipment on site.
- 5.1 Photographs of all trees with or without active nests shall remain in the Department's files for a period of seven years before they are destroyed.
- 5.2 After inspecting all of the trees for active nests in a specific area, the biologist will mark those trees containing active nests with caution tape to signal the tree service contractor to avoid those trees.
- 5.3 If an active nest is located, pruning or construction activities should occur no closer than 300 feet to these trees (500 feet in the case of an active raptor nest) provided that the work is performed with hand tools. If the work cannot be accomplished with hand tools, the servicing of these trees must be postponed until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. The use of a chipper will be allowed outside of the 300' radius.
- 5.4 Limits of construction to avoid a nest shall be established in the field with flagging and stakes or construction fencing. Construction personnel should be instructed on the sensitivity of the area.
- 5.5 To the extent possible, the tree service contractor will begin same day servicing of those trees that are lacking active nests (s) as determined by the biologist. The trees that are lacking active nest(s) shall be serviced within three days of the biologist's inspection. Trees lacking active nests that are within 300 feet of active nests (or within 500 feet in the case of an active raptor nest) shall be pruned with hand tools only as described in Section 5.3 of this Policy.
- 5.6 In the event that the tree service locates an active nest (eggs, obvious breeding) not previously identified by the biologist, the contractor shall stop all work, immediately contact the Department, and cease all tree pruning activities. The Department will consult with the biologist before authorizing the contractor to resume his operation.
- 5.7 Those trees containing active nests will be re-inspected in thirty days to see if the nests have been abandoned and if the trees can be serviced.

5.8 Tree pruning will not normally encroach within six feet of an unoccupied nest. However, pruning may come closer and unoccupied nests may be removed on a discretionary basis if failure to do so poses an imminent danger to any person or property jeopardizing public health or safety as determined by a certified arborist or a qualified public health official. When an unoccupied nest must be removed, the Department shall photo document the occurrence and create an incident file or paper trail. Incident file shall be available for public agency inspection.

5.9 Dead palm fronds with attached nests may be removed from the tree as long as the biologist visits the sites and gives his approval.

#### 6.0 Diseased Trees

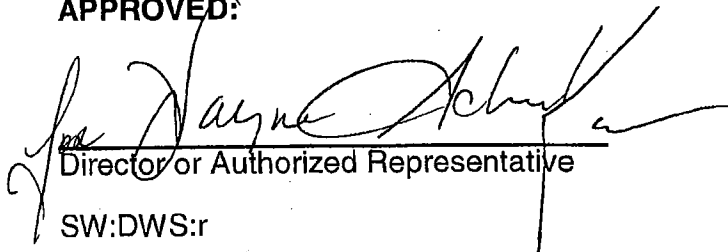
6.1 To the extent possible, diseased trees will be removed in accordance with breeding cycles. In the case of a threat to life or property, the diseased tree shall be removed following the Department's own discretion.

#### 7.0 Definitions

7.1 Raptor – order of Falconiformes, which includes eagles, hawks, falcons, and ospreys.

7.2 Qualified biologist – Graduation from an accredited college with a degree in biological science and two years' experience with the great blue heron and related breeding bird species.

**APPROVED:**

  
\_\_\_\_\_  
Director or Authorized Representative

SW:DWS:r

12/05/06  
\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_