



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **BRC-1**

June 16, 2026

REQUEST FOR PROPOSALS MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – NORTH COUNTY RFP NUMBER: BRC0000656

Los Angeles County Public Works is requesting proposals for the Maintenance Program for Nonadvertising Bus Stop Amenities – North County Services (BRC0000656) contract. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts>.

The deadline to submit proposals is Monday, July 20, 2026, at 5:30 p.m. Please direct your questions to Mr. David Pang at (626) 458-7167 or dpang@pw.lacounty.gov, or Ms. Amy Le at (626) 458-4077 or ale@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Optional Proposers' Conference

An optional proposers' conference will be held on **Tuesday, June 30, 2026, at 10:00 a.m.** via Microsoft Teams Online Events. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS OPTIONAL.** To participate, please refer to Section 8.4, Optional Proposers' Conference, of the RFP for more details.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL NOTICES TO PROPOSERS WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

Important instruction regarding this solicitation:

PLEASE NOTE: This contract is subject to prevailing wage payments pursuant to the California Labor Code. In addition, this is a Proposition A solicitation, as such, the County's Living Wage Ordinance is applicable to the resultant contract. Contractors shall pay wages at rates in compliance with the Living Wage Ordinance. Please review and familiarize yourself with the Living Wage Ordinance requirements as provided in:

- Request for Proposals, Section 6.12, Living Wage Program
- Power Point slides available electronically at the website listed above

"Do Business with Public Works" Website Mandatory Registration

You are now required to register an account on Public Works' **"Do Business With Public Works"** website in order to view any current solicitation: <https://dpw.lacounty.gov/contracts/opportunities.aspx>. Registration is only needed one time. Further you should also register as a plan holder for this specific RFP BRC0000656. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

Doing Business with Preference Program Enterprise

The County provides many benefits for firms that are certified through the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE), collectively called Preference Program Enterprise (PPE). Eligible firms, prime contractors, and subcontractors are strongly encouraged to participate and receive benefits available only to PPE, such as price preference during solicitation process, when applicable, and the PPE Prompt Payment Program. Prompt payment is defined as 15 calendar days after the receipt of an undisputed invoice for goods or services. Information on this program and how to obtain certification are available on the County of Los Angeles Department of Economic Opportunity website: [Office of Small Business | LA County AJCC, CA.](#)

Community Business Enterprise (CBE) Program

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has

June 16, 2026
Page 3

established a collective 25 percent participation goal for CBE certified firms for County solicitations. For more information on obtaining certification please visit the Department of Economic Opportunity's Office of Small Business at: https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications. Eligible firms, prime contractors, and subcontractors/subconsultants are strongly encouraged to get certified.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



SOO KIM
Division Chief
Business Relations and Contracts Division

DP

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NOTICE (Prop A) 6.10.26.doc

Enc.



**PUBLIC WORKS
LOS ANGELES COUNTY
REQUEST FOR PROPOSALS
FOR
MAINTENANCE PROGRAM FOR NONADVERTISING BUS
STOP AMENITIES – NORTH COUNTY
RFP NUMBER: BRC0000656**

**PREPARED BY
COUNTY OF LOS ANGELES**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SOLICITATION INFORMATION	1
2.0 INTRODUCTION	2
3.0 PURPOSE	2
3.1 Statement of Work (SOW).....	2
4.0 MINIMUM MANDATORY REQUIREMENTS.....	5
5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES	7
5.1 Representations Made Prior to Contract Execution	7
5.2 Final Contract Award by the Board of Supervisors.....	7
5.3 County's Option to Reject Proposals.....	7
5.4 County's Right to Amend Request for Proposals	7
5.5 Background and Security Investigations	7
6.0 NOTIFICATION TO PROPOSERS.....	8
6.1 Public Records Act.....	8
6.2 Contact with County Personnel and Code of Silence Period.....	8
6.3 Mandatory Requirement to Register on County's WebVen	9
6.4 Protest Policy Review Process.....	9
6.5 Conflict of Interest	10
6.6 Determination of Proposer Responsibility	10
6.7 Proposer Debarment.....	11
6.8 Improper Considerations	11
6.9 County Lobbyist Ordinance	12
6.10 Consideration of GAIN/START Participants for Employment.....	12
6.11 Jury Service Program.....	13
6.12 Living Wage Program.....	13
6.13 Pending Acquisitions/Mergers by Proposing Company.....	15
6.14 Charitable Contributions Compliance	15
6.15 Defaulted Property Tax Reduction Program.....	16
6.16 County's Commitment to Zero Tolerance Policy on Human Trafficking	16
6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	17

6.18	Prohibition from Participation in Future Solicitation(s)	17
6.19	Community Business Enterprise (CBE) Participation	17
6.20	Contribution and Agent Declaration	19
6.21	Contractor Development and Bonding Program	20
6.22	Altering Solicitation Documents	20
6.23	Proposals Submitted	20
6.24	Knowledge of Work to be Done	20
6.25	Proposal Prices and Agreements of Figures	21
6.26	Wage, Materials, and Other Costs	21
6.27	Compliance with Employee Retention Policy	21
6.28	Prevailing Wage	21
7.0	COUNTY'S PREFERENCE PROGRAMS	23
7.1	Overview of County's Preference Programs	23
7.2	Local Small Business Enterprise (LSBE) Preference Program	24
7.3	Social Enterprise (SE) Preference Program	24
7.4	Disabled Veteran Business Enterprise (DVBE) Preference Program	25
7.5	Preference Program Enterprises (PPEs) - Prompt Payment Program	25
8.0	BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION	25
8.1	Truth and Accuracy of Representations	25
8.2	Proposers' Questions	25
8.3	Submission of Application for Exemption to Living Wage Program	26
8.4	Optional Proposers' Conference	26
8.5	Preparation of the Proposal	26
8.6	Business Proposal Requirements and Evaluation Criteria (Maximum 100 Points)	27
8.7	Cost Proposal Requirements and Evaluation (50 Points)	37
8.8	Firm Offer-Withdrawal of Proposal	37
8.9	Proposal Submission	37
9.0	SELECTION PROCESS OVERVIEW	39
9.1	Pass/Fail Compliance Review	39
9.2	Selection Process	40
9.3	Evaluation of Business and Cost Proposals	41
9.4	Determination of Highest-Overall Rated Proposer	41

9.5	Negotiation	41
9.6	Labor Law-Payroll Violations	42
10.0	PROTEST PROCESS OVERVIEW	42
10.1	Solicitation Requirements Review	42
10.2	Disqualification Review	43
10.3	Department's Proposed Contractor Selection Review.....	43
10.4	County Independent Review	45

APPENDICES

- A Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Exhibits 1-22 Forms that must be completed and included in the proposal.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- E Los Angeles Regional Contractor Development and Bonding Program**
- F Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions**
- G Guidelines for Assessment of Proposer Labor Law/Payroll Violations**

EXHIBITS

- A Statement of Work and Attachments**
 - Attachment 1:** Performance Requirements Summary
 - Attachment 2:** Specifications For North County Solar-Powered Bus Stop Shelter Structure (With PSA Panels & With No PSA Panels)
 - Attachment 3:** Specifications for Non-Advertising Bus Stop Bench with Back Support and Armrest
 - Attachment 4:** Specifications for a Trash Receptacle with Aluminum Liner and Key-Locking Dome Top
 - Attachment 5:** Specifications for Solar-Powered Light Pole (Foothill Transit Bus Stops)
 - Attachment 6:** Specifications for Solar-Powered Light Pole (Metro Bus Stops)
 - Attachment 7.1:** Diagram of Solar Powered / Non-Advertising Bus Shelter (No PSA Panels) Black Frame and Red Tile Roof with Back Support Bench
 - Attachment 7.2:** Diagram of Typical Non-Advertising Bus Shelter (No PSA Panels) With Street Right-of-Way and Minimum Clearances

- Attachment 7.3:** Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (No PSA Panels)
- Attachment 7.4:** Diagram of Solar Powered / Non-Advertising Bus Shelter (No PSA Panels) Black Frame Perforated Panels and Red Tile Roof with Back Support Bench
- Attachment 7.5:** Diagram of Solar Powered / Non-Advertising Bus Shelter (With PSA Panels) Black Frame and Red Tile Roof with Back Support Bench
- Attachment 7.6:** Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (With PSA Panels)
- Attachment 7.7:** Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (PSA Panels)
- Attachment 7.8:** Diagram of American Disabilities Act (ADA) Requirement for Bus Stop
- Attachment 7.9:** Diagram of Black Non-Advertising Metal Bench with Gloss Powder Coated Finish (6' Seating Area)
- Attachment 7.10:** Diagram of 32-Gallon Trash Receptacle with Hard Plastic Liner and Key-Locking Dome Top
- Attachment 7.11:** Diagram of Stand-Alone Solar Powered Light Pole
- Attachment 7.12:** Diagram of Display Unit for Metro Bus Schedules and Routes
- Attachment 7.13:** Route / Map Carousel Display Unit for Foothill Transit (Type I)
- Attachment 7.14:** Route / Map Carousel Display Unit for Foothill Transit (Type II)
- Attachment 7.15:** Diagram of Placement of Solar Light Poles
- Attachment 8:** (50) Modern City Bench
- Attachment 9:** (50) 36-Gallon Plaza Trash Receptacle
- Attachment 10:** Bus Stop Inspection Checklist
- Attachment 11:** Public Health Permit/License Application
- Attachment 12:** Los Angeles County Watershed Map
- Attachment 13:** North County Non-advertising Bus Stop Shelter Locations
- Attachment 14:** North County Non-Advertising Bus Bench Locations
- Attachment 15:** North County Trash Receptacle Locations
- Attachment 16:** North County Solar Light Pole Locations
- B Pricing Schedule (Not Attached to Sample)**
- C County's Administration**
- D Contractor's Administration**
- E Forms Required at the Time of Contract Execution**

- E1 Contractor Employee Acknowledgement and Confidentiality Agreement**
- F Internal Revenue Service Notice 1015**
- G Defaulted Property Tax Reduction Program**
- H Payroll Statement of Compliance**
- I Contractor's Proposal (Not Attached to Sample)**

1.0 SOLICITATION INFORMATION

1	RFP Release Date	June 16, 2026
2	RFP Contacts	David Pang, via e-mail: dpang@pw.lacounty.gov or Amy Le, via e-mail: ale@pw.lacounty.gov
3	Solicitation Requirements Review (SRR) Request Due	June 30, 2026, by 5:30 p.m.
3	Bid Express Registration Deadline	July 6, 2026
4	Optional Virtual Proposer's Conference	June 30, 2026, 10:00 a.m.
5	Minimum Mandatory Requirements (MMRs)	Please refer to Paragraph 4.0, Minimum Mandatory Requirements of the RFP.
6	Written Questions Deadline	July 6, 2026, by 5:30 p.m.
7	Submission of Application for Exemption to Living Wage Program	July 13, 2026, by 5:30 p.m.
8	Proposal Due Date (electronic submission by Bid Express or to Public Works Cashier's Office)	July 20, 2026, by 5:30 p.m.
9	Number of Contract Award	One
10	Contract Term	7 years, consisting of an initial 3-year term and potential additional two 2-year option renewals

- *Read the entire RFP for more information.*
- *The dates are subject to change at the County's discretion.*
- *Registration is mandatory on Public Works' "Do Business With Public Works" website to receive notification updates to this RFP*

2.0 INTRODUCTION

THIS REQUEST FOR PROPOSALS IS A QUALIFICATIONS AND COST-BASED SOLICITATION.

- 2.1 The County of Los Angeles (County) Public Works (Department) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide maintenance services for nonadvertising bus stop amenities in North County.
- 2.2 The objective of this solicitation is to select a firm that is best value to provide the requested services.
- 2.3 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

Contractor will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).

3.1.1 Contract Sum

- 3.1.1.1 The total (annual) contract amount for this service is estimated to be \$700,000.

Note: Any proposed price that exceeds \$950,000 annually for any years (Initial and Option) term will subject your proposal to disqualification.

3.1.2 Contract Term

- 3.1.2.1 The maximum potential contract term is anticipated to be for a period of seven (7) years, consisting of an initial 3-year term and potential additional two 2-year option renewals.
- 3.1.2.2 The contract will begin on the date of full execution of the agreement, by both parties.
- 3.1.2.3 If the County authorizes the contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the contract shall be automatically extended solely to allow for the completion of such services.
- 3.1.2.4 County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial statement of work and are necessary for the completion of a given project.

3.1.3 Compensation

The Contractor shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Contractor for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable, unless pre-approved in writing by County.

3.1.3.1 County will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any subcontractors that were included in Contractor's original proposal. Public Works will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any Contractor employee or subcontractor that were included in Contractor's original proposal if the selected employee or subcontractor is no longer available at the time of selection to provide services during the duration of the Contract. Contractor must have prior written permission from Public Works to use any subcontractors not included in the Contractor's original proposal.

3.1.3.2 The County will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP.

3.1.3.3 Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

3.1.3.4 The Contractor's rates will remain firm and fixed for the term of the contract.

3.1.3.5 A Cost-of-Living Adjustment will not be granted.

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

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

may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in the Sample Contract, Liquidated Damages Paragraph, and that the Contractor shall be liable to the County for said amount.

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

3.1.5 Days of Operation

The Contractor will be required to provide maintenance services for nonadvertising bus stop amenities in North County, as outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract). The Contractor may be required to provide services on County recognized holidays, subject to the discretion of the Contract Manager.

3.1.6 Management of the Contractor

The Contractor will take all formal direction from the County Contract Manager who is assigned to administer the Contract operations for the Contract.

3.1.7 County's Ownership of Materials and Equipment

All services provided by the Contractor, and all materials, documents, reports, and other information of all types, including computer models developed by the Contractor for the project, and all works based thereon, incorporated therein, or derived therefrom, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County.

3.1.8 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Contract). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Contract).

3.1.9 Proposer must complete the Proposer's Insurance Compliance Affirmation (Exhibit 16) and include it in Section F (Business Proposal

Required Forms and Corporate Documents). The affirmation must cover both the Prime and subcontractors.

4.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

- 4.1** Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information).
- 4.2** Proposing entity must have a minimum of 5 years of experience performing the following types of services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).
 - Maintenance, replacement, relocation, removal, reinstallation, and repair of bus stop amenities, and;
 - Pressure wash bus stop amenities and sidewalk, and;
 - Collection, transportation, and disposal of waste.

Important Notice: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed to meet this minimum mandatory requirement.

- 4.3** Proposing entity must have one of the following licenses:
 - A valid and active State of California General Engineering Contractor's Class A License.
 - A valid and active State of California General Building Contractor Class B License.
 - A valid and active State of California Limited Specialty Classification C-61, Subcategory D-34, Prefabricated Equipment Contractor's License.
- 4.4** Proposing entity must have a valid and active State of California Limited Specialty Classification C-61, Subcategory D-38, Sand and Water Blasting License.
- 4.5** Proposing entity must submit a copy of a valid and active Waste Collector Permit naming the proposing entity as the permittee or a copy of the application for a Waste Collector Permit naming the proposing entity as the permittee issued by the County Department of Public Health at the time of proposal submission. Proposing entity who do not possess the permits at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to proposing entity for permit fees along with a copy of proof

of payment, such as, a cashier check, money order, or cancelled check (transpired beyond 5 days) at the time of proposal submission.

Important Notice: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed.

Note: The awarded contractor is required to provide a copy of a valid and active Waste Collector Permit to the contract manager prior to the start of work. This permit must stay valid and active during the terms of this contract.

- 4.6** Proposing entity's submitted Exhibits 20.1 – Exhibits 20.7, Proposer's Staffing Plan and Budget Sheet, must assign at minimum a crew consisting of two full-time staff workers and one Lead Person or Field Supervisor, for a total of three employees, as required by this region being solicited.
- 4.7** The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Paragraph 6.28, Prevailing Wages, of the RFP. Please note that proposers are required to pay prevailing wages as applicable to the contract work. Proposer and its subcontractors, if any, performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**
- 4.8** Proposer has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Paragraph 6.19, Community Business Enterprise Participation. If the Proposer has not identified subcontractors for this contract, Proposer must demonstrate its compliance with good faith efforts to meet the County's CBE Program goal in accordance with Paragraph 6.19, Community Business Enterprise (CBE) Participation, when subcontractors have been identified for use on the contract. Please refer to Exhibit 5 for further clarification.
- 4.9** A Proposer that is a Joint Venture firm must either meet the 5 years of experience requirement while operating as a Joint Venture within the United States or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must meet the experience requirement indicated above. This information must be identified in the proposal in Exhibit 6, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.
- 4.10 Any proposed price that exceeds \$950,000 annually for any years' (Initial and Option) term will subject your proposal to disqualification.**
- 4.11** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Proposer must not have unresolved questioned costs identified by the A-C, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of 6 months or more from the date of

the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 Representations Made Prior to Contract Execution

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

5.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract, or to award a Contract to a Proposer other than the highest-rated Proposer.

5.3 County's Option to Reject Proposals

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

5.4 County's Right to Amend Request for Proposals

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

5.5 Background and Security Investigations

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

6.0 NOTIFICATION TO PROPOSERS

6.1 Public Records Act

6.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) the Department receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary".

6.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

6.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.2 Contact with County Personnel and Code of Silence Period

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

Attention Mr. David Pang, Contract Analyst
E-Mail: dpang@pw.lacounty.gov
Telephone: (626) 458-7167

Or

Attention Ms. Amy Le, Contract Analyst
E-Mail: ale@pw.lacounty.gov
Telephone: (626) 458-4077

If it is discovered that Proposer contacted and received information from any County personnel, other than the persons specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration. This prohibition of contacting other County personnel, unless otherwise approved in writing and directed by Contract Analyst, as of the issue date of this RFP and continuing until the date of award of Contract(s) will be referred to as Code of Silence period.

6.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors, and subcontractors, if any, must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

6.4 Protest Policy Review Process

6.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 6.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

6.4.3 Grounds for Review

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

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

6.6 Determination of Proposer Responsibility

- 6.6.1** A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible proposers.
- 6.6.2** Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.
- 6.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

6.6.5 If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer will reside with the Board.

6.6.6 These terms will also apply to proposed Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

6.7.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website:

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

6.8 Improper Considerations

6.8.1 Attempt to Secure Favorable Treatment

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

6.8.2 Notification to County

A Proposer must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

6.8.3 Form of Improper Consideration

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

6.9 County Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

6.10 Consideration of GAIN/START Participants for Employment

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

6.10.2 Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

6.11 Jury Service Program

- 6.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully review Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

6.12 Living Wage Program

- 6.12.1** The prospective contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should reference the Living Wage Ordinance and Paragraph 9.1 (Compliance with the County's Living Wage Program) in Appendix A (Contract). The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

- 6.12.2** The Living Wage Program requires Contractors and their Subcontractors to pay their full-time and part-time employees providing services to the County no less than a living wage. Contractors must pay employees a Living Wage for services provided to the County of no less than the hourly rates, effective as follows:

Effective Date	Hourly Rate
January 1, 2022	\$17.14

January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44
January 1, 2026	\$20.06
January 1, 2027	CPI-W

Effective January 1, 2020, and thereafter the Living Wage rate will increase annually based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area for the 12-month period preceding July 1 of each year.

- 6.12.3** If the contract involves the provision of services which were previously provided under a contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The Contractor may not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.
- 6.12.4** Throughout the term of the contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the contract, certifying under penalty of perjury, the hours worked, and wages paid.
- 6.12.4.1** At any time during the term of the contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
- 6.12.4.2** The Contractor will be required to place a specified Living Wage notice at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute the County provided notice to each of its employees providing services to the County at least once per year.
- 6.12.5** Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the

contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202.

- 6.12.6** Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202.

6.13 Pending Acquisitions/Mergers by Proposing Company

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.14 Charitable Contributions Compliance

- 6.14.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register with the Registry of Charitable Trusts, which is maintained by the California Attorney General's Office. The 2004 Nonprofit Integrity Act as approved and codified in California Government Code, Sections 12580-12599.10 increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

- 6.14.2** All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

6.14.3 Prospective County Contractors that do not complete Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

6.15 Defaulted Property Tax Reduction Program

6.15.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective Contractors should reference the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

6.15.2 Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

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

6.16 County's Commitment to Zero Tolerance Policy on Human Trafficking

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

6.16.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 6.17.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 6.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 6.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.17.4** Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.18 Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. (Los Angeles County Code, Chapter 2.202).

6.19 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective twenty-five (25%) participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The

Proposer's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

Proposers must document the steps taken to ensure the participation of CBEs, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The following activities and supporting documentation may serve as evidence of good-faith efforts to engage CBEs. These examples are not exhaustive, and proposers may include other relevant activities that demonstrate their commitment.

- 6.19.1** Proposer may attend any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
- 6.19.2** Proposer will identify and select specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation.
- 6.19.3** Proposer will advertise, not less than ten calendar days before proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade-oriented publications, trade journals, for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 6.19.4** Proposer will provide written notice interest in proposing on the project to certified CBEs not less than ten calendar days prior to proposal submittal.
- 6.19.5** Proposer will follow up initial solicitations of interest by contacting the CBEs to determine whether they are interested in performing specific items of the project.
- 6.19.6** Proposer will provide interested CBEs with information about the project and requirements for selected subcontractors.
- 6.19.7** Proposer will request assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Economic Opportunity (DEO), and other outreach agencies.
- 6.19.8** Proposer will negotiate in good faith with the CBEs and will not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
- 6.19.9** Where applicable, Proposer will advise and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.

- 6.19.10** Proposer's efforts to obtain CBE participation will reasonably be expected by the County to produce a level of participation sufficient to meet County goals and requirements.
- 6.19.11** Proposer will identify if it is a certified CBE. The Proposer's CBE participation will be reflected in the CBE Form
- 6.19.12** The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender, and will be based solely on the Proposer's ability to provide the best service and value to the County.
- 6.19.13** The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

6.20 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

6.21 Contractor Development and Bonding Program

6.21.1 Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, see Appendix E and F, of the RFP.

6.22 Altering Solicitation Documents

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

6.23 Proposals Submitted

Only one proposal from an individual, firm, partnership, corporation, or association may be submitted. Using the same or different names to submit additional proposals is not acceptable, and such proposals will not be considered. If the County has reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated, the proposal may be rejected as nonresponsive and/or nonresponsible.

In addition, if the County has any reason to believe that collusion exists among the Proposers, the proposals will be rejected, and such Proposers and participants may be subject to debarment.

6.24 Knowledge of Work to be Done

By submitting a Proposal, Proposer will be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written Contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms), as full compensation for work performed. It is understood and agreed that the quantities set forth in Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms), and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

6.25 Proposal Prices and Agreements of Figures

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

6.26 Wage, Materials, and Other Costs

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

6.27 Compliance with Employee Retention Policy

In situations where a Contractor is in default or unable to execute the terms of a contract, and due to exigent circumstances, the County is required to continue the provision of the services without conducting a competitive solicitation, the following policy will apply:

6.27.1 The new Contractor must offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.

6.27.2 The Contractor must not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.

6.27.3 The Contractor must not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

6.28 Prevailing Wage

These services will consist of both prevailing wage work and non prevailing wage work.

- 6.28.1** For "public works" projects as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The following provisions of this Section shall apply.
- 6.28.2** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code section 1725.5. Some exceptions allow contractors to bid on federally funded projects or submit joint venture bids without first being registered, as long as the contractors that are parties to the joint venture and the joint venture are registered at the time the contract is awarded pursuant to California Labor Code 1771.1.
- 6.28.3** The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://services.dir.ca.gov/gsp>) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1].
- 6.28.4** An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:
- (1) The subcontractor is registered prior to the bid opening.
 - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- 6.28.5** All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.
- 6.28.6** The prime contractor is required to post job site notices prescribed below:
- 8 Calif. Code Reg. §16451(d):**
- "This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons*

having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330

"Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

"For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

- 6.28.7** In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County when requested by County.

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

- 7.1.1** The County has three preference programs: the Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in

the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

- 7.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at: https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 7.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 7.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 7.2 Local Small Business Enterprise (LSBE) Preference Program**
- 7.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 7.2.2** The business must be certified by the County prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the County with their proposal.
- 7.3 Social Enterprise (SE) Preference Program**
- 7.3.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 7.3.2** The business must be certified by the County, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.3.3 Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the County with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

7.4.1 The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

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

7.4.3 Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their DVBE certification approval letter from the County with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This Paragraph contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Department's sole judgment, and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to RFP contact identified in paragraph 1.0 (Solicitation Information) and all questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information) and all questions, without

identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

- 8.2.2** When submitting questions, please specify the RFP, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

8.3 Submission of Application for Exemption to Living Wage Program

- 8.3.1** If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete Exhibit 11 (Application for Exemption), in Appendix B (Required Forms), and submit to the County, by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets the exception to the Living Wage Program. The County's decision will be final.**8.3.2** Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement. All exemption requests are to be delivered or sent via e-mail to the Contract Analyst.

- 8.3.3** A Proposer is required to complete all applicable forms, in Appendix B (Required Forms), even if the Proposer is approved for Living Wage Program Exemption.

8.4 Optional Proposers' Conference

- 8.4.1** An Optional Virtual Proposers' Conference will be held to discuss the RFP and Living Wage requirements. County staff will respond to questions from potential Proposers. The conference link will be posted on Public Works' website on the day of the Conference:

<https://dpw.lacounty.gov/contracts/opportunities.aspx>

- 8.4.2** To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed above. Public Works recommends that attendees are registered on Public Works' website at least 1 hour prior to the conference.

8.5 Preparation of the Proposal

One (1) proposal must be submitted, consisting of a Business Proposal and a Cost Proposal by the date and time listed in Paragraph 1.0 (Solicitation Information). All

proposals must be submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

8.6 Business Proposal Requirements and Evaluation Criteria (Maximum 100 Points)

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

Business Proposal Format:

8.6.1 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by paragraph reference numbers.

8.6.2 Executive Summary (Section A)

Proposers are encouraged to follow the outline below when preparing their Executive Summary. While the format is not mandatory, using this structure will help ensure the Department receives a clear and consistent overview of each proposal.

Suggested outline:

- Organization Information (name, address, type of firm)
- Authorized Contact (name, address, e-mail, phone)
- Proposal Highlights (approach, qualifications, experience, staffing)

Confidentiality Confirmation (redacted proposal included, or confirmation that no redactions are required per Subparagraph 8.9.1.4).

8.6.3 Proposer's Qualifications (Section B) (10 Points)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided, but not limited to, this paragraph.

8.6.3.1 Proposer's Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity.

- 1) Provide a chart or outline of the firm's organizational structure showing the roles of all personnel and subcontractors involved with this Contract, if awarded, identifying each by name/position.

- 2) Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded.
- 3) Designation of an experienced senior individual as the supervisor/administrator of the Contractor's staff who will be responsible for the delivery of services.
- 4) Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A (SOW and Attachments) of Appendix A (Contract).

8.6.3.2 Proposer's Reference Survey Form (Section B.2) (10 Points)

Proposer must include a list containing public entities contracts for the last three (3) years where the same or similar statement of services was provided. Proposer's completed form Exhibit 7 (List of Public Entities), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal. Proposer may use additional sheets, if necessary.

Proposer must provide 2 references where the same or similar scope of services was provided as set forth in the Statement of Work (Exhibit A). Proposers submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects. Proposer's completed form Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's Business.

8.6.3.2.1 Performance History References Scoring/References Survey Scoring:

- 1) Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 7 (List of Public Entities) and Exhibit 8 (List of References).
- 2) Each reference survey will be reviewed and scored, with up to 5 points per survey (maximum 10 points).
- 3) Questions not answered will receive zero points.

County review will also include the Contract Database and Contractor Alert Reporting Database (CARD), if applicable, as well as terminated contracts. Deductions may be applied as follows:

- a. 100% if Proposer has two or more confirmed active CARD issues;
- b. 75% of points awarded for one confirmed active CARD issue; and
- c. 25% of points awarded if Proposer has three or more issues that were resolved within the last five years.

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate and complete.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- 1) references fail to substantiate Proposer's description of the services provided; or
- 2) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. In Exhibit 8 (List of References) of Appendix B (Required Forms), Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer will receive zero points for each of the minimum required references not received.

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

8.6.3.3 Proposer's Debarment History and List of Terminated Contracts (Section B.3)

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

8.6.3.4 Proposer's Financial Capability (Section B.4) (5 Points)

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior three (3) fiscal years financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

The proposal may be submitted to Public Works financial staff for comments and/or evaluation. The Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to pay the living wage as defined in this Paragraph 6.12, Living Wage Program, and can perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given a low or zero score.

A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive. Public Works reserves the right to review the Proposer's past ability to appropriately pay a Living Wage under active and expired Contracts awarded by the County and/or other local agencies, additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent third-party. Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the Proposal as nonresponsive, even though the Proposal may have scored a zero in this category.

8.6.3.5 Proposer's Pending Litigation and Judgments (Section B.5)

The County will conduct a review of Proposer's pending litigation and judgements to determine the significance of any litigation or judgments pending against the Proposer.

Proposer's completed certification form of Exhibit 15 (Proposer's Pending Litigations and Judgments) in Appendix B (Required Forms), must be provided in Section E (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal).

8.6.3.6 Additional Information (Section B.6)

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

8.6.4 Proposer's Approach and Work Plan (Section C) (20 Points)

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this paragraph.

8.6.4.1 Proposer must present a description of the methodology the Proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the requirements outlined in Exhibit A (SOW and Attachments) including quality assurance and quality control reviews and participation of subcontractors.

8.6.4.2 Provide a staffing and resources management plan for Contractor and each subcontractor which identifies specific services indicated in Exhibit A (SOW).

Proposer may include a detailed narrative and any supporting matrix or chart to fully describe its Standard Services and staffing and resources management plan for Contractor and each subcontractor.

8.6.4.3 Proposer shall describe its current workload and demonstrate its capability and commitment to complete the services outlined in the Scope of Services. The Proposer must explain in cases of emergency on how quickly it can provide qualified personnel—within appropriate time after notification for each specific service—to perform the requested services listed in Exhibit A (SOW and Attachments) of Appendix A (Contract). The response should clearly indicate the Proposer's ability to meet the County's required response times.

Proposers will be evaluated on the Work Plan submitted as part of Paragraph 8.6.4 (Proposer's Approach to Providing Required Services/Work Plan and Quality Assurance Program). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Paragraph 8.6.4 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A (SOW and Attachments) of Appendix A (Contract); to demonstrate creativity and innovation that exceed the minimum requirements of the Statement of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

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

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work.

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

8.6.4.4 Proposer's Quality Control Program (Section C.1)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Program (QCP) to ensure the requirements of this Contract are provided as specified.

Proposer must present a comprehensive QCP to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Contract).

The following factors may be included in the QCP:

- Activities to be monitored to ensure compliance with all contract requirements.
- Monitoring methods to be used.
- Frequency of monitoring.
- Samples of forms to be used in monitoring.

- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

8.6.5 Living Wage Compliance (Section D) (5 points)

The Living Wage Program requires that Proposers/Contractors demonstrate during both the solicitation process and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage.

A review and evaluation will be made based on the information provided in response to this Paragraph (Section E) and may include a site visit to audit a Proposer's payroll and record keeping procedures.

8.6.5.1 Proposer's Staffing Plan

The Proposer must submit a staffing plan using Exhibit 12 (Staffing Plan) of Appendix B (Required Forms). The Proposer will be required to utilize full-time employees to provide services under the contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer proposes to use non full-time employees to provide services under the contract, a written request justification, and all necessary documentation to substantiate the request must be submitted with its proposal. The County will determine, in its sole discretion, whether the Proposer may use non full-time employees to provide services under the contract. The County's decision will be final.

8.6.5.2 Demonstrated Controls over Labor-Payroll Record Keeping and Regulatory Compliance

The Proposer must submit procedures and the internal controls established to ensure compliance with State and Federal labor regulations and record keeping requirements, including but not limited to a detailed narrative of the following:

- 1) Methodology for tracking/documenting employee work hours from start of shift until completion of work shift including mandated breaks and travel time, when applicable. The detailed narrative should explain the documentation maintained actual time worked and the frequency of monitoring. Provide a copy of these records.
- 2) Payroll record keeping system and process utilized to ensure that employee wages are appropriately paid. If

the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how is the payroll calculated and total wages paid?

- 3) Proposer's efforts to ensure the company is updated with State and Federal labor regulations and record keeping requirements.

Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information as requested in Exhibit 21, Wage and Hour Record Keeping for Living Wage Contracts.

The County may conduct site visits to audit Proposer's labor/payroll record keeping system and processes.

Significant unacceptable weakness in the Proposer's Labor/Payroll Record Keeping or lack of it in the Proposal may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive. Public Works reserves the right to review Proposer's past Labor/Payroll Record Keeping procedures under Living Wage type Contracts awarded by the County and/or other local agencies for compliance with State and generally acceptable labor and payroll record keeping laws and practices. Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the Proposal as nonresponsive even though the Proposal may have scored a zero in this category.

8.6.6 Acceptance of the Terms and Conditions of Contract and Requirements of Statement of Work and Attachments (Section E)

- 8.6.6.1** Every Proposer has a duty to thoroughly review the Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer must accept the terms and conditions outlined in Appendix A (Contract) and the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).

The County will not accept any exceptions, additions, conditions, limitations, modifications or provisions to the Contract or the County's requirements in the Statement of Work.

The County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

8.6.6.2 Section E of Proposer's response must include a statement affirming acceptance of the requirements listed in Exhibit A (SOW and Attachments) and the conditions contained in Appendix A (Contract).

8.6.7 Business Proposal Required Forms and Corporate Documents (Section F)

8.6.7.1 The Business Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms), unless otherwise specified to be submitted separately.

8.6.7.2 Proposer must submit all Exhibits. Subcontractors (if any) must complete Exhibits 2 (Certification of Compliance), Exhibit 9 (Contribution and Agent Declaration Form), and Exhibit 20 (Declaration form).

8.6.7.3 If the Proposal is submitted as a Joint Venture, each entity within the Joint Venture shall complete all certification forms listed below.

Exhibits:

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance*
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Public Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form*
- Exhibit 10 Pricing Schedule
- Exhibit 11 List of Subcontractors
- Exhibit 12 Statement of Equipment
- Exhibit 13 Contractor's Industrial Safety Record
- Exhibit 14 Proposer's Equal Employment Opportunity Certification
- Exhibit 15 Proposer's Pending Litigations and Judgments
- Exhibit 16 Proposer's Insurance Compliance Affirmation

- Exhibit 17 Contact with County Personnel and Compliance with Code of Silence Period
- Exhibit 18 Application for Exemption (If Requesting Exemption, Submit at Least 7 Days Before Due Date for Proposals.)
- Exhibit 19 Instructions for Exhibit 10, Pricing Schedule and Staffing Plan
- Exhibit 20 Staffing Plan and Budget Sheet
- Exhibit 21 Wage and Hour Record Keeping for Living Wage Contracts
- Exhibit 22 Declaration*

* Subcontractor forms

Note: Any change, edit, deletion, incomplete, missing, etc., of these forms by the Proposer may subject the Proposal to disqualification, at the sole discretion of the County.

8.6.8 Corporate Documents

8.6.8.1 Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

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

8.6.8.2 Limited Partnership:

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

8.6.9 CBE Participation (Section G)

Include documentation of Proposer's good faith efforts to meet the CBE participation goal specified in Paragraph 6.19, CBE Participation

8.7 Cost Proposal Requirements and Evaluation (50 Points)

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

8.7.1 Cover Page

Cover Page must identify, at a minimum, the RFP and the Proposer's name.

8.7.2 Pricing Schedule

Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.8 Firm Offer-Withdrawal of Proposal

Before the submission deadline, proposers may withdraw their proposal in writing and resubmit a corrected version. After the deadline, no withdrawals or corrections will be permitted.

8.9 Proposal Submission

Proposers must submit one proposal, consisting of both a Business Proposal and a Cost Proposal, by the date and time listed in Paragraph 1.0 (Solicitation Information). Proposals must be submitted by one of the following methods:

8.9.1 BidExpress Submission

Submit electronically via <https://www.infotechinc.com/bidexpress>, in accordance with Paragraph 1.0 (Solicitation Information).

8.9.1.1 Registration and an InfoTech Digital ID are required prior to the deadline. There is a nominal service fee to use BidExpress. Visit www.bidexpress.com and click **Create Vendor Account** to register. Refer to Infotech/BidExpress for pricing: [Bid Express Fee Schedule | Infotech](#).

8.9.1.2 Restrictions: Email submissions, hard copies, and linked documents will not be accepted. All documentation must be uploaded as attachments.

8.9.1.3 File upload limits: Proposers are responsible for verifying current file upload limits and requirements with

Infotech/BidExpress. Proposers should plan sufficient time to complete all uploads before the submission deadline.

Updated instructions for InfoTech/BidExpress can be found <https://bidexpress-help.zendesk.com/hc/en-us/categories/27917897271575-Vendor> or click [here](#).

- 8.9.1.4** Proposers must also include, if applicable, one redacted Business Proposal in searchable Adobe Portable Document Format (PDF), with only actual confidential, proprietary and trade secret information. With respect to this requirement, Proposer must submit one (1) electronic copy in searchable PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.
- 8.9.1.5** If submitted via BidExpress, do not send USBs or other materials to the County.

8.9.2 USB Submission:

Submit electronic Business Proposal in PDF form, in a sealed envelope, with the name and address of the Proposer and reference the solicitation as specified 8.8.2.2.

- One (1) electronic copy.
- One (1) redacted electronic copy as described in 8.8.1.4, or a statement in the Executive Summary letter that no redacted information of any confidential, proprietary and/or trade secret information was included in Business Proposal.

8.9.2.1 Restrictions: E-mail submissions and hard copies will not be accepted. All documentation must be included as attachments in the electronic files, not as links.

8.9.2.2 The Proposal(s) must be delivered or mail to:

Los Angeles County Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Attention: David Pang, Contract Analyst
RFP TITLE: Maintenance Program For
Nonadvertising Bus Stop Amenities
- North County
RFP NUMBER: BRC0000656

8.9.2.3 Proposals are considered received only when time-stamped by the Cashier's Office. All other indications of delivery may be disregarded.

8.9.3 Responsibility for Timely Submission

It is the sole responsibility of the Proposer to ensure that its proposal is received before the submission deadline. Proposers bear all risks associated with delays in delivery. Any late proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information), will not be accepted and will be returned to sender unopened.

8.9.4 As stated in Paragraph 8.1, all proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

9.0 SELECTION PROCESS OVERVIEW

9.1 Pass/Fail Compliance Review

The County will conduct a Pass/Fail Review to determine whether the Proposer has met all Minimum Mandatory Requirements (MMRs) as described in Paragraph 4.0 of the RFP and has submitted all Required Forms in Appendix B in complete and compliant form. This review also includes verification of the Proposer's statement of compliance with the Contract Terms and Conditions in Appendix A, as well as adherence to the prescribed proposal format.

A proposal will receive a Pass only if all MMRs are fully met, all Required Forms are complete and compliant, and no deficiencies are present that affect the County's ability to verify compliance with this RFP. A Fail determination will result in the proposal being removed from further evaluation.

The County may, at its sole discretion, waive minor irregularities or informalities that do not affect the Proposer's compliance with the Minimum Mandatory Requirements or the substantive responsiveness of the proposal.

9.1.1 Pass/Fail Review

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

9.1.1.1 Proposal was time stamped by the Cashier or BidExpress prior to the deadline for submission of the Proposal. Any Proposal without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.

9.1.1.2 Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Section 4.0, Minimum Mandatory Requirements, and has submitted a completed Form Exhibit 6.

- 9.1.1.3** Proposer submitted information regarding Experience and Proposer's Approach/Work Plan and Quality Assurance Program as outlined in Section 8.6.3 and 8.6.4.
- 9.1.1.4** The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.
- 9.1.1.5** Proposer has submitted documentation demonstrating its good faith effort to meet the County's CBE Program goal in accordance with Paragraph 6.19 Community Business Enterprise Participation.
- 9.1.1.6** Proposer and Subcontractors, if any, have completed all appropriate forms.
- 9.1.1.7** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer 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.
- 9.1.1.8** If Proposer is not exempt, Proposer is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Proposals that include hourly payments that do not comply with Living Wage Program requirements, will be rejected as nonresponsive unless the Proposer has been granted exemption status pursuant to a fully documented request for exemption in compliance with the Living Wage Program, Submission of Application for Exemption to Living Wage Program (Paragraph 8.3) and Exhibit 11.
- 9.1.1.9** Proposer's staffing plan identifies full-time employees of the Proposer who will perform the required work unless the Proposer has demonstrated the necessity of part-time staff to the County's satisfaction in accordance with Paragraph 8.6.4, Proposer's Approach. Proposers may submit part-time staffing plans for approval before the due date for receipt of Proposals in accordance with Paragraph 8.6.4.

9.2 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Paragraph 1.0 (Solicitation Information).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

9.3 Evaluation of Business and Cost Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low.

Scoring Criteria (100 points):

- Background and Experience (10 points)
- Proposer's Reference Survey (10 points)
- Proposer's Approach and Work Plan (20 points)
- Cost Proposal (50 points)
- Financial Resources (5 points)
- Living Wage Compliance (5 points)

9.4 Determination of Highest-Overall Rated Proposer

9.4.1 The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

9.4.2 After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

9.4.3 The recommendation to award a contract will not bind the Board to award a contract to the prospective Contractor.

9.4.4 The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

9.5 Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Paragraph 8.0, Business Proposal Requirements and Evaluation. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the

County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

In the event that the highest-rated Proposer receives a low score or zero score in Financial Resources criteria in this Paragraph 8.0, Business Proposal Requirements and Evaluation, Public Works reserves the right to request a County approved performance guaranty such as a letter of credit or performance bond in an amount up to 100 percent of the annual Contract amount. If the Proposer is unwilling to provide the requested performance guaranty acceptable to the County or is unable to provide the performance guaranty within the requested time frame from the County, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

9.6 Labor Law-Payroll Violations

9.6.1 In evaluating proposals, the County will review a Contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination).

9.6.2 Applying criteria as established in Appendix G (Guidelines for Assessment of Proposer Labor Law/Payroll Violations) of this RFP, the County may deduct from one (1%) to ten (10%) percent of the maximum number of available evaluation points for labor law/payroll violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a contract is awarded.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation. A request for a SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

10.1.1 The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);

10.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.

10.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

10.1.4 The request asserts either that:

10.1.4.1 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

10.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The SRR will be completed, and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

10.2 Disqualification Review

A proposal may be disqualified from consideration because the Department determined it was non-responsive at any time during the review/evaluation process. If the Department determines that a proposal is disqualified due to non-responsiveness, the Department will notify the Proposer in writing.

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

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

10.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

10.2.2 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

Proposer can also be disqualified for Paragraph 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department will notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers will not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the Department.

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

10.3.2.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

10.3.2.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- 1) The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- 2) The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.

- 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4) Another basis for review as provided by state or federal law; and

10.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Paragraph 10.4 (County Independent Review) below).

10.4 County Independent Review

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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

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

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

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**MAINTENANCE PROGRAM FOR NONADVERTISING BUS
STOP AMENITIES – NORTH COUNTY**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	4
2.1 Standard Definitions.....	4
2.2 Ambiguities or Discrepancies.....	6
3.0 WORK	6
4.0 TERM OF CONTRACT	6
5.0 CONTRACT SUM	7
5.1 Total Contract Sum.....	8
5.2 Written Approval for Reimbursement.....	8
5.3 Notification of 75% of Total Contract Sum.....	8
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	9
5.5 Invoices and Payments.....	9
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	11
6.0 ADMINISTRATION OF CONTRACT - COUNTY	11
6.1 County's Administration.....	11
6.2 County's Contract Manager.....	11
6.3 County's Contract Monitor.....	12
6.4 County's Contract Analyst.....	12
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	12
7.1 Contractor's Administration.....	12
7.2 Contractor's Contract Manager.....	12
7.3 Approval of Contractor's Staff.....	13
7.4 Contractor's Staff Identification.....	13
7.5 Confidentiality.....	13
8.0 STANDARD TERMS AND CONDITIONS	14
8.1 Amendments.....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	14

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	15
8.4 Budget Reductions.....	15
8.5 Complaints.....	15
8.6 Compliance with Applicable Laws.....	16
8.7 Compliance with Civil Rights Laws.....	17
8.8 Compliance with the County's Jury Service Program.....	17
8.9 Conflict of Interest.....	19
8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List.....	19
8.11 Consideration of Hiring GAIN/START Participants.....	19
8.12 Contractor Responsibility and Debarment.....	20
8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law.....	22
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	22
8.15 County's Quality Assurance Plan.....	23
8.16 Damage to County Facilities, Buildings, or Grounds.....	23
8.17 Employment Eligibility Verification.....	23
8.18 Counterparts and Electronic Signatures and Representations.....	24
8.19 Fair Labor Standards.....	25
8.20 Force Majeure.....	25
8.21 Governing Law, Jurisdiction, and Venue.....	26
8.22 Independent Contractor Status.....	26
8.23 Indemnification.....	27
8.24 General Provisions for all Insurance Coverage.....	27
8.25 Insurance Coverage.....	31
8.27 Most Favored Public Entity.....	33
8.28 Nondiscrimination and Affirmative Action.....	33
8.29 Non Exclusivity.....	34
8.30 Notice of Delays.....	34

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	34
8.32 Notice to Employees Regarding the Federal Earned Income Credit	35
8.33 Notices	35
8.34 Prohibition Against Inducement or Persuasion.....	35
8.35 Public Records Act.....	35
8.36 Publicity.....	36
8.37 Record Retention and Inspection-Audit Settlement.....	36
8.38 Recycled Bond Paper	38
8.39 Subcontracting	38
8.40 Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	39
8.41 Termination/Suspension for Convenience	39
8.42 Termination/Suspension for Default	40
8.43 Termination/Suspension for Improper Consideration	41
8.44 Termination/Suspension for Insolvency	42
8.45 Termination/Suspension for Non-Adherence of County Lobbyist Ordinance	42
8.46 Termination/Suspension for Non-Appropriation of Funds	42
8.47 Validity	43
8.48 Waiver	43
8.49 Warranty Against Contingent Fees	43
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	43
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.52 Time Off for Voting	44
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking	44
8.54 Compliance with Fair Chance Employment Hiring Practices.....	44
8.55 Compliance with the County Policy of Equity	45
8.56 Prohibition from Participation in Future Solicitation(s).....	45
8.57 Injury and Illness Prevention Program	45

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	46
8.59 Unresolved Disallowed Costs.....	46
9.0 ADDITIONAL TERMS AND CONDITIONS	46
9.1 Compliance with the County's Living Wage Program.....	46
9.2 Advertising and Other External Communications About the Project	53
9.3 Prevailing Wage	53
9.4 Ownership of Materials, Software, and Copyright	55
9.5 Contractor's Charitable Activities Compliance.....	57
9.6 Local Small Business Enterprise (LSBE) Preference Program	57
9.7 Social Enterprise (SE) Preference Program.....	58
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	59
9.9 Workplace Safety Indemnification	60
9.10 Compensation for County Costs	60
9.11 Indemnity.....	60
9.12 Acknowledgement/Attributions	61
9.13 Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization.....	61
9.14 Mental Health Services for Critical Incidents	61
9.15 Authority of Public Works and Inspection	62
9.16 Cooperation.....	62
9.17 Cooperation and Collateral Work	62
9.18 Equipment, Labor, Supervision, and Materials.....	62
9.19 Jobsite Safety.....	62
9.20 Labor	62
9.21 Labor Law Compliance	63
9.22 Permit/Licenses.....	63
9.23 Prohibition Against Use of Child Labor.....	63
9.24 Public Convenience	63
9.25 Public Safety	64

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.26 Quality of Work.....	64
9.27 Quantities of Work.....	64
9.28 Safety Requirements.....	64
9.29 Storage of Materials and Equipment.....	64
9.30 Transportation.....	64
9.31 Work Area Controls.....	64
9.32 Prohibition of Contract with Suspended, Debarred, Ineligible, or Excluded Contractor by Federal or State Government.....	65
9.33 Organic Waste Recycling.....	65
9.34 Procurement of California Health and Safety Code §39730.5 et seq. Compliant Compost and Mulch.....	66
9.35 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations.....	66
10.0 SURVIVAL.....	66
EXHIBITS	
A Statement of Work and Attachments	
Attachment 1: Performance Requirements Summary	
Attachment 2: Specifications For North County Solar-Powered Bus Stop Shelter Structure (With PSA Panels & With No PSA Panels)	
Attachment 3: Specifications for Non-Advertising Bus Stop Bench with Back Support and Armrest	
Attachment 4: Specifications for a Trash Receptacle with Aluminum Liner and Key-Locking Dome Top	
Attachment 5: Specifications for Solar-Powered Light Pole (Foothill Transit Bus Stop)	
Attachment 6: Specifications for Solar-Powered Light Pole (Metro Bus Stops)	
Attachment 7.1: Diagram of Solar Powered / Non-Advertising Bus Shelter (No PSA Panels) Black Frame and Red Tile Roof with Back Support Bench	
Attachment 7.2: Diagram of Typical Non-Advertising Bus Shelter (No PSA Panels) With Street Right-of-Way and Minimum Clearances	
Attachment 7.3: Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (No PSA Panels)	

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Attachment 7.4: Diagram of Solar Powered / Non-Advertising Bus Shelter (No PSA Panels) Black Frame Perforated Panels and Red Tile Roof with Back Support Bench	
Attachment 7.5: Diagram of Solar Powered / Non-Advertising Bus Shelter (With PSA Panels) Black Frame and Red Tile Roof with Back Support Bench	
Attachment 7.6: Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (With PSA Panels)	
Attachment 7.7: Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (PSA Panels)	
Attachment 7.8: Diagram of American Disabilities Act (ADA) Requirement for Bus Stop	
Attachment 7.9: Diagram of Black Non-Advertising Metal Bench with Gloss Powder Coated Finish (6' Seating Area)	
Attachment 7.10: Diagram of 32-Gallon Trash Receptacle with Hard Plastic Liner and Key-Locking Dome Top	
Attachment 7.11: Diagram of Stand-Alone Solar Powered Light Pole	
Attachment 7.12: Diagram of Display Unit for Metro Bus Schedules and Routes	
Attachment 7.13: Route / Map Carousel Display Unit for Foothill Transit (Type I)	
Attachment 7.14: Route / Map Carousel Display Unit for Foothill Transit (Type II)	
Attachment 7.15: Diagram of Placement of Solar Light Poles	
Attachment 8: (50) Modern City Bench	
Attachment 9: (50) 36-Gallon Plaza Trash Receptacle	
Attachment 10: Bus Stop Inspection Checklist	
Attachment 11: Public Health Permit/License Application	
Attachment 12: Los Angeles County Watershed Map	
Attachment 13: North County Non-advertising Bus Stop Shelter Locations	
Attachment 14: North County Non-Advertising Bus Bench Locations	
Attachment 15: North County Trash Receptacle Locations	
Attachment 16: North County Solar Light Pole Locations	
B Pricing Schedule (Not Attached to Sample)	
C County's Administration	

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
D	Contractor's Administration	
E	Form(s) Required at the Time of Contract Execution	
	E1 Contractor Employee Acknowledgement and Confidentiality Agreement	
F	Internal Revenue Service Notice 1015	
G	Defaulted Property Tax Reduction Program	
H	Payroll Statement of Compliance	
I	Contractor's Proposal (Not Attached to Sample)	

Sample Contract
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
FOR
MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP
AMENITIES – NORTH COUNTY SERVICES (BRC0000656)

This Contract ("Contract") is made and entered into on Enter Date ("Execution Date"), by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Contractor Name, a [State of Incorporation] [Form of Entity], hereinafter referred to as "Contractor." Contractor Name is located at Contractor Address. COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

RECITALS

WHEREAS, the County may contract with private businesses for Maintenance Program For Nonadvertising Bus Stop Amenities – North County when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Maintenance Program For Nonadvertising Bus Stop Amenities – North County; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Maintenance Program For Nonadvertising Bus Stop Amenities – North County; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I, attached hereto; the Request for Proposals; and Notices to Proposers to the Request for Proposals, incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A Statement of Work and Attachments

Attachment 1: Performance Requirements Summary

Attachment 2: Specifications For North County Solar-Powered Bus Stop Shelter Structure (With PSA Panels & With No PSA Panels)

Attachment 3: Specifications for Non-Advertising Bus Stop Bench with Back Support and Armrest

Attachment 4: Specifications for a Trash Receptacle with Aluminum Liner and Key-Locking Dome Top

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Attachment 7.13: Route / Map Carousel Display Unit For Foothill Transit (Type I)

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Attachment 7.15: Diagram of Placement of Solar Light Poles

Attachment 8: (50) Modern City Bench

Attachment 9: (50) 36-Gallon Plaza Trash Receptacle

Attachment 10: Bus Stop Inspection Checklist

Attachment 11: Public Health Permit/License Application

Attachment 12: Los Angeles County Watershed Map

Attachment 13: North County Non-advertising Bus Stop Shelter Locations

Attachment 14: North County Non-Advertising Bus Bench Locations

Attachment 15: North County Trash Receptacle Locations

Attachment 16: North County Solar Light Pole Locations

Exhibit B Pricing Schedule (Not attached to Sample)

Exhibit C County's Administration

Exhibit D Contractor's Administration

Exhibit E Forms Required at the Time of Contract Execution

E1 Contractor Employee Acknowledgement and Confidentiality Agreement

Exhibit F Internal Revenue Service Notice 1015

Exhibit G Defaulted Property Tax Reduction Program

Exhibit H Payroll Statement of Compliance

Exhibit I Contractor's Proposal (Not Attached to Sample)

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

2.1.1 Agreement: The written, signed accord covering the performance of the requested service.

2.1.2 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District acting as governing body.

2.1.3 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

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

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

2.1.6 Contractor's Contract Manager: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.7 County: Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer. Where the contracting party is a District, the term County includes the County and the contracting District.

- 2.1.8 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.9 County's Contract Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.10 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 Department:** The County of Los Angeles Department of Public Works, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.13 Direct Employee:** Worker employed by Contractor under Contractor's State and Federal taxpayer identification.
- 2.1.14 Director:** Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).
- 2.1.15 District:** Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.
- 2.1.16 Employee Leasing:** Any agreement to employ any worker, at any tier, that is not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.
- 2.1.17 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.18 Maximum Contract Sum:** The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.
- 2.1.19 Proposal:** The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).
- 2.1.20 Proposer:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.
- 2.1.21 Public Works:** Los Angeles County Public Works.
- 2.1.22 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions

pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.23 Solicitation: Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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

2.1.25 Subcontract: An agreement by the Contractor to employ a subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier, to provide services to fulfill this Contract.

2.1.26 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

2.2 Ambiguities or Discrepancies

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

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The initial term of this Contract will be for a period of 3 years commencing on the Board's approval, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to renew this Contract term for up to two additional two (2) year periods and six (6) month-to-month extensions for a maximum total Contract term of 7 years and 6 months. Each such renewal option may be exercised at the sole discretion of the Director, or their designee, as authorized by the Board.
- 4.3 Contractor Alert Reporting Database (CARD): The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit C (County's Administration).
- 4.5 The County, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full option year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Paragraph 8.1.3, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial statement of work and are necessary for the completion of a given project. CONTRACT SUM.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Pricing Schedule set forth in Exhibit B and attached hereto as Exhibits 10.1 through Exhibits 10.4, an amount not-to-exceed the maximum potential contract sum of \$_____ for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term Year 1 is \$_____; the sum for the initial term Year 2 is \$_____; the sum for the initial term Year 3 is \$_____; the sum for the first optional term Year 1 is \$_____; the sum for the first optional term Year 2 is \$_____; the sum for the second and last optional term Year 1 is \$_____; the sum for the second and last optional term Year 2 is \$_____; and a month-to-month extension up to 6 months at the Exhibit 10.3 second and last optional term Year 2 rates for \$_____. Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

5.1.2 Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit C (County's Administration).

The Contractor must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid

invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing.

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

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 County requires information on Contractor's invoice to expedite and process in a timely manner. Include applicable items on the invoice:

- a. Remit to address (update change of address on Vendor Registration, when necessary)
- b. Company name, and phone number
- c. Invoice date
- d. Invoice number
- e. Time period covered by invoice (billing period)
- f. Project title/description
- g. Specs. Number and C.P. number (if applicable)
- h. Contract Number (PW#)
- i. Supplemental Agreement Number (if applicable)
- j. DSR number (for earthquake work)
- k. Project Number (for earthquake work)
- l. Los Angeles County Building ID (for earthquake work)
- m. Federal ID Number or Vendor Code (for earthquake work)
- n. Contract amount or Notice to Proceed amount
- o. Amount due on this invoice

- p. Contract balance remaining after this invoice
- q. Detailed description of services provided
- r. Back-up material supporting reimbursable expenses (receipts, etc.)
- s. Invoice is to provide blank space, approximately 3x5 inches, on the page which shows the total amount due for this invoice, space for Public Works' use.

5.5.2 County's Contract Manager will assist Contractor in establishing the correct invoicing procedures.

5.5.3 Contractor will send a complete copy with backup material to the County Contract Manager and Account Payable. Refer to County's Administration, Exhibit C.

5.5.4 Contractor is to update their Vendor Registration when there is a change of address on Vendor Portal: <https://camisvr.co.la.ca.us/Webven/>.

5.5.5 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.6 The Contractor's invoices must be priced in accordance with Exhibit B (Price Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.7 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.8 The Contractor must invoice the county only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and any change orders, as applicable, and which have been approved in writing by the County. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.9 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.10 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved undisputed invoice which has been properly matched against documents such as receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Contract Manager

The role of the County's Contract Manager is authorized to include:

- 6.2.1** Meeting with the Contractor's Contract Manager on a regular basis; and

6.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby

6.2.3 Authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Monitor

The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Contract Manager.

6.4 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Contract Manager

7.2.1 The Contractor's Contract Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit D (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Contract Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Contract Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract uniforms with the Contractor's name and logo.

7.5 Confidentiality

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

7.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Confidentiality Agreement

Contractor must sign and adhere to the provisions of Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the statement of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board or if delegated by the Board, the Director, and Contractor.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment or a change order to the Contract must be prepared by Public Works and signed by the Contractor.
- 8.1.3** The County, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days.
- 8.1.4** For any change which does not materially affect the Statement of Work or any other term or condition included under this Contract, a change order will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior

written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

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

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will

receive from the Contractor, on an annual basis, no less than five (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.

- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract

and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to:

gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

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

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

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

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

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

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings, or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the

County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

Electronic Signatures and Counterparts

1. Recognition of Electronic Signatures

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

- The parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

2. Definition of Electronic Signatures

Electronic signatures include facsimile or email electronic signatures.

3. Counterparts

- Each executed counterpart shall be deemed an original.
- All counterparts, taken together, constitute the executed Agreement.

4. Binding Effect of Electronic Signatures

The parties hereby acknowledge and agree that:

- Electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement—including signatures transmitted by electronic mail in so-called PDF format—shall be legal and binding.
- Such signatures shall have the same full force and effect as if a paper original of this Agreement had been delivered and signed using a handwritten signature.

5. Authentication and Waiver of Defenses

Contractor and County:

- (i) agree that an electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature;

(ii) intend to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means;

(iii) are aware that the other party will rely on such signatures; and

(iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

6. Statutory Consent

If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under:

- The United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN"), and

The California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other

sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 6.5 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, must be e-mailed to the Contract Analyst prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions

exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be emailed to the Contract Analyst.
- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers and, its Officers, Agents, and Employees (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

8.25.4 Pollution Liability Insurance: Such insurance must cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from worksite. Contractor must maintain limits of not less than \$1 million per occurrence and \$1 million aggregate.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.25.6 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.25.6, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.3 Contractor certifies to the County each of the following:

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

8.28.4 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.28.6 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws

and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.7 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.8 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.9 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Contract Manager and/or County's Contract Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

Contract Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be addressed and emailed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Public Records Act Gov. Code, § 7920.000

Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

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

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

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

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

is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.37.5** In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions,

activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

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

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

- 8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure to email all such documents to the Contract Analyst.
- 8.39.9 Employee leasing is prohibited.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.41 (Termination/Suspension for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination/Suspension for Convenience

- 8.41.1 This Contract may be suspended or 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. Suspension or termination of work hereunder will be effectuated by notice of suspension or termination to the Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective.

8.41.2 After receipt of a notice of suspension or termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.36 (Record Retention and Inspection-Audit Settlement).

8.42 Termination/Suspension for Default

8.42.1 The County may, by written notice to the Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

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

8.42.2 In the event that the County suspends or terminates this Contract in whole or in part as provided in Paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so suspended or terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.41.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the

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

8.42.4 If, after the County has given notice of suspension or termination under the provisions of Paragraph 8.41 (Termination/Suspension for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.41 (Termination/Suspension for Default) or that the default was excusable under the provisions of Subparagraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of suspension or termination had been issued pursuant to Paragraph 8.41 (Termination/Suspension for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.41 (Termination/Suspension for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination/Suspension for Improper Consideration

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

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report

must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.44 Termination/Suspension for Insolvency

- 8.44.1** The County may terminate suspend or this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.44.2** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination/Suspension for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination/Suspension for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will be suspended or terminated as of June 30 of the last fiscal

year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

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

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

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.52 Time Off for Voting

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

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, the California Code of Regulations Section 11017.1, and County Code Chapter 8.300 (Fair Chance Ordinance for Employers). Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance Fact Sheet and Workplace Posters (English/Spanish), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an Employer Toolkit (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fairchance/>.

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, issue administrative penalties and/or seek additional remedies as provided within Section 8.300.100 of the Fair Chance Ordinance for Employers, and/or terminate the Contract.

8.55 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.

8.56 Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

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

8.57 Injury and Illness Prevention Program

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

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8.59 Unresolved Disallowed Costs

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

9.0 ADDITIONAL TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.

- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee

physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor must immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor must place the County-provided living wage notice at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute the County-provided notices to each of its employees at least once per year. The Contractor must translate the notice into any other language spoken by a significant number of Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment

has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

3) Termination

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

Use of Full-Time Employees

The Contractor must assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written

authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor must demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

9.1.11.1 The Contractor must offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

9.1.11.1.1 Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

9.1.11.1.2 Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and

9.1.11.1.3 Who is or will be terminated from their employment as a result of the County entering into this Contract.

9.1.11.2 The Contractor will not be required to hire a retention employee who:

9.1.11.2.1 Has been convicted of a crime related to the job or his or her performance; or

9.1.11.2.2 Fails to meet any other County requirement for employees of a Contractor.

9.1.11.3 The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Advertising and Other External Communications About the Project

The Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Contractor's application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Contractor to make revisions to the information prior to disclosure.

9.3 Prevailing Wage

9.3.1 Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and

is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

9.3.2 Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

9.3.3 Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Consultant shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Consultants and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers

on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office

320 West Fourth Street, Suite 450

Los Angeles, CA 90013

(213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

9.3.4 Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

9.4 Ownership of Materials, Software, and Copyright County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.4.2 Contractor shall affix the following notice to all County Materials: "© Copyright 2025 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such

notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

- 9.4.3** If directed to do so by County, Contractor will place the County name and County logo on County Materials developed under this Contract. Contractor may not, however, use the County name and County logo on any other materials prepared or developed by the contractor that falls outside the scope of this Contract. During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.5** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.6** Contractor represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.
- 9.4.7** Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor will pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

9.4.8 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor. Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.8 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.5 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.5 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, Sections 12580-12599.10, in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

9.6 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

9.6.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this contract to which it would not otherwise have been entitled, will:

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

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

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

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

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

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

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

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

9.9 Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Paragraph 8.23 (Indemnification), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

9.10 Compensation for County Costs

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

9.11 Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

9.12 Acknowledgement/Attributions

County will also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

9.13 Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

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

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

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit A, Attachment 1 (Performance Requirements Summary), and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit A, Attachment 1 (Performance Requirements Summary), may deduct and withhold liquidated damages from County's final payment to the Contractor.

9.14 Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on

when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

9.15 Authority of Public Works and Inspection

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

9.16 Cooperation

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

9.17 Cooperation and Collateral Work

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

9.18 Equipment, Labor, Supervision, and Materials

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

9.19 Jobsite Safety

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

9.20 Labor

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

9.21 Labor Law Compliance

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

9.22 Permit/Licenses

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

9.23 Prohibition Against Use of Child Labor

Contractor must:

- Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.
- Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor must immediately provide an alternative, compliant source of supply.

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

9.24 Public Convenience

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

9.25 Public Safety

It will be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

9.26 Quality of Work

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

9.27 Quantities of Work

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

9.28 Safety Requirements

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

9.29 Storage of Materials and Equipment

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

9.30 Transportation

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

9.31 Work Area Controls

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

9.32 Prohibition of Contract with Suspended, Debarred, Ineligible, or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.33 Organic Waste Recycling

- 9.33.1** As of January 1, 2022, all organic waste, including green waste must be diverted from landfills and recycled per in accordance with California Health and Safety Code § 39730.5 et seq.
- 9.33.2** The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify methods for proper management, through mulching, composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.33.3** All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to mulch or compost the acceptable materials.
- 9.33.4** The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the County's Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed

to comply with County's directive to prevent contamination of green waste.

Mulch produced from tree trimming operations should be land applied to landscape areas owned or managed by the County or given away to residents.

9.34 Procurement of California Health and Safety Code §39730.5 et seq. Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must be California Health and Safety Code § 39730.5 et seq. compliant. Contractor is responsible for verifying that any compost or mulch comes from a California Health and Safety Code § 39730.5 et seq. compliant source prior to purchasing. Contractor must provide documentation to the County's Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

9.35 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations

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

10.0 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 1.0 Applicable Documents
- Paragraph 2.0 Definitions
- Paragraph 3.0 Work
- Paragraph 5.4 No Payment for Services Provided Following Expiration-Termination of Contract
- Paragraph 7.5 Confidentiality
- Paragraph 8.1 Amendments
- Paragraph 8.2 Assignment and Delegation/Mergers or Acquisitions
- Paragraph 8.6 Compliance with Applicable Laws
- Paragraph 8.19 Fair Labor Standards
- Paragraph 8.20 Force Majeure
- Paragraph 8.21 Governing Law, Jurisdiction, and Venue
- Paragraph 8.23 Indemnification

Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination/Suspension for Convenience
Paragraph 8.42	Termination/Suspension for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.56	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 9.3	Prevailing Wage
Paragraph 9.4	Ownership of Materials, Software, and Copyright
Paragraph 9.10	Compensation for County Costs
Paragraph 9.11	Indemnity
Paragraph 9.15	Authority of Public and Inspection
Paragraph 9.16	Cooperation
Paragraph 9.17	Cooperation and Collateral Work
Paragraph 9.18	Equipment, Labor, Supervision, and Materials
Paragraph 9.19	Jobsite Safety
Paragraph 9.20	Labor
Paragraph 9.21	Labor Law Compliance
Paragraph 9.22	Permit/Licenses
Paragraph 9.23	Prohibition Against Use of Child Labor
Paragraph 9.24	Public Convenience
Paragraph 9.25	Public Safety
Paragraph 9.26	Quality of Work
Paragraph 9.28	Safety Requirements
Paragraph 9.30	Transportation

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Margaret Ambrose
Principal Deputy County Counsel

[NAME OF CONTRACTOR]

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

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PROP A

APPENDIX B - REQUIRED FORMS

Exhibits

Exhibit 1	Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Request for Preference Consideration
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information (Excel Worksheet)
Exhibit 6	Minimum Mandatory Requirements
Exhibit 7	List of Public Entities
Exhibit 8	List of References
Exhibit 9	Contribution and Agent Declaration Form
Exhibit 10	Pricing Schedule
Exhibit 11	List of Subcontractors
Exhibit 12	Statement of Equipment
Exhibit 13	Contractor's Industrial Safety Record
Exhibit 14	Proposer's Equal Employment Opportunity Certification
Exhibit 15	Proposer's Pending Litigations and Judgments
Exhibit 16	Proposer's Insurance Compliance Affirmation
Exhibit 17	Contact with County Personnel and Compliance with Code of Silence Period

LIVING WAGE PROGRAM

Exhibit 18	Application for Exemption (If Requesting Exemption, Submit at Least 7 Days Before Due Date for Proposals.)
Exhibit 19	Instructions for Exhibit 10, Pricing Schedule and Exhibit 20, Staffing Plan
Exhibit 20	Staffing Plan and Budget Sheet
Exhibit 21	Wage and Hour Record Keeping for Living Wage Contracts
Exhibit 22	Declaration

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REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation):</p> <p>State of Incorporation:</p> <p>Year of Incorporation:</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner:</p> <p>If other: Specify business structure name:</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name:</p> <p>Country of Registration:</p> <p>Year became DBA:</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:</p> <p>State of Incorporation or registration of parent firm:</p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s):</p> <p>Year(s) of Name Change:</p>

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	<p>Name: Title: Phone: Email:</p> <p>Name: Title: Phone: Email:</p> <p>Name: Title: Phone: Email:</p>

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer/subcontractor certifies compliance with all programs, policies, and ordinances specified below.

	TITLE	REFERENCE	CERTIFICATIONS
Firm Name:			
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250 LACC 8.300	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) Click or tap here to enter text.	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 3

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles. Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

<input type="checkbox"/> PREFERENCE NOT REQUESTED
--

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)	
Preference Program	Reference
<input type="checkbox"/> Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/> Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/> Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name:

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS - EXHIBIT 6

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – NORTH COUNTY (BRC0000656) COMPLIANCE WITH MINIMUM MANDATORY REQUIREMENTS

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

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

1. Proposing entity must have a minimum of 5 years of experience performing the following type of services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract):
 - Maintenance, replacement, relocation, removal, reinstallation, and repair of bus stop amenities, and;

Proposing Entity	Dates of Experience (Mo./Yrs. to Mo. /Yrs.)	<p align="center">Description of Services/Experience (Maintenance, replacement relocation, removal, reinstallation, and repair of bus stop amenities)</p> <p>In addition to responding on this form, as specified in Paragraph 8.6.3.1, Proposer's Background and Experience, please provide a detailed narrative in your Proposal to validate this minimum mandatory requirement for scoring of your Proposal in this category.</p>	Page No.*
		<p>Types of Services:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Maintenance <input type="checkbox"/> Replacement <input type="checkbox"/> Relocation <input type="checkbox"/> Removal <input type="checkbox"/> Reinstallation <input type="checkbox"/> Repair <p>Provide Description:</p>	

*List the page number in the Proposal containing the proposing entity's experience. (Please attach additional pages, if needed.)

- Pressure wash bus stop amenities and sidewalks, and;

<p>Proposing Entity</p>	<p>Dates of Experience (Mo./Yrs. to Mo./Yrs.)</p>	<p>Description of Services/Experience (Pressure wash bus stop amenities and sidewalks)</p> <p>In addition to responding on this form, as specified in Paragraph 8.6.3.1, Proposer's Background and Experience, please provide a detailed narrative in your Proposal to validate this minimum mandatory requirement for scoring of your Proposal in this category.</p>	<p>Page No.*</p>
		<p>Types of Services:</p> <p><input type="checkbox"/> Pressure wash bus stop amenities and sidewalks</p> <p>Provide Description:</p>	

*List the page number(s) in the Proposal containing the proposing entity's experience. (Please attach additional pages, if needed.)

- Collection, transportation, and disposal of waste.

Proposing Entity	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	<p style="text-align: center;">Description of Services/Experience (Collection, transportation, and disposal of waste)</p> <p>In addition to responding on this form, as specified in Paragraph 8.6.3.1, Proposer's Background and Experience, please provide a detailed narrative in your Proposal to validate this minimum mandatory requirement for scoring of your Proposal in this category.</p>	Page No.*
		<p>Types of Services:</p> <p><input type="checkbox"/> Collection</p> <p><input type="checkbox"/> Transportation</p> <p><input type="checkbox"/> Disposal of Waste</p> <p>Provide Description:</p>	

*List the page number(s) in the Proposal containing the proposing entity's experience. (Please attach additional pages, if needed.)

Important Notice: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed to meet this minimum mandatory requirement.

- Yes. Proposing entity meets experience requirements stated above.
- No. Proposing entity does not meet experience requirements stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

2. Proposing entity must have one of the following:

- A valid and active State of California General Engineering Contractor's Class A License.
- A valid and active State of California General Building Contractor Class B License.
- A valid and active State of California Limited Specialty Classification C-61, Subcategory D-34, Prefabricated Equipment Contractor's License.

General Engineering Contractor's Class A License (Y/N)	License No.	Name of License Holder	Valid/Active Dates	Page No.*

*List the page number(s) in the Proposal containing Proposer's valid and active license. (Please attach additional pages, if needed.)

General Building Contractor Class B License (Y/N)	License No.	Name of License Holder	Valid/Active Dates	Page No.*

*List the page number(s) in the Proposal containing Proposer's valid and active license. (Please attach additional pages, if needed.)

C-61, Subcategory D-34, Prefabricated Equipment Contractor's License (Y/N)	License No.	Name of License Holder	Valid/Active Dates	Page No.*

*List the page number(s) in the Proposal containing Proposer's valid and active license. (Please attach additional pages, if needed.)

Important Notice: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed to meet this minimum mandatory requirement.

- Yes. Please complete the chart(s) above and submit a copy of the license(s).
- No. Proposer does not have the license(s) as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

3. Proposing entity must have a valid and active State of California Limited Specialty Classification C-61, Subcategory D-38, Sand and Water Blasting License.

Yes. Please complete the chart below and submit a copy of the license.

C-61, Subcategory D-38, Sand and Water Blasting License (Y/N)	License No.	Name of License Holder	Valid/Active Dates	Page No.*

*List the page number(s) in the Proposal containing Proposer's valid and active license. (Please attach additional pages, if needed.)

Important Notice: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed to meet this minimum mandatory requirement.

No. Proposer does not have the license as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

4. Proposing entity must submit a copy of a valid and active Waste Collector Permit naming the Proposing entity as the permittee or a copy of the application for a Waste Collector Permit naming the Proposing entity as the permittee issued by the County Department of Public Health at the time of Proposal submission. Proposing entities who do not possess the permits at the Proposal deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to proposer for permit fees along with a copy of proof of payment, such as, a cashier check, money order, or cancelled check (transpired beyond 5 days) at the time of Proposal submission.

Yes. Please complete the chart below and submit a copy of the permit.

Permit No.	Name of the Permit Holder	Valid/Active Dates	Page No.*

*List the page number(s) in the Proposal containing Proposer's valid and active permit. (Please attach additional pages, if needed.)

Important Notice: This minimum mandatory requirement must be met by the proposing entity and subcontracting is not allowed to meet this minimum mandatory requirement.

- Proposer does not currently have valid and active Waste Collector Permit; however, Proposer has submitted a copy of the receipt and invoice from DPH for Waste Collector Permit fees.

DPH Invoice No. _____ Invoice Date: _____

- Proposer does not currently have valid and active Waste Collector Permit; however, Proposer has submitted a copy of a letter issued by DPH as proof of the submitted and accepted Waste Collector Permit application. Proposer agrees to provide a copy of a valid and active Waste Collector Permit to the Contract Manager prior to the start of work. This permit must stay valid and active during the terms of this Contract.

Date of DPH issued Waste Collector Permit Application Letter: _____
(ATTACH COPY OF LETTER)

- No. Proposer does not have the permit, or the letter issued by DPH as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

5. Proposing entity’s submitted Exhibits 20.1 – Exhibits 20.7, Proposer’s Staffing Plan and Budget Sheet, must assign at minimum a crew consisting of two full-time staff workers, and one Lead Person or Field Supervisor, for a total of three employees to this contract. “TBD” may be entered for names of employees to be determined at a later date.

Yes. Please complete the chart below.

Service Region – North County		
Names of Employees	Title of Employee	Page No.*
1.		
2.		
3.		

*List the page number(s) in the Proposal containing Proposer's requirement. (Please attach additional pages, if needed.)

No. Proposer does not meet the requirement stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

6. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Paragraph 6.29, Prevailing Wages, of the RFP. Please note that proposers are required to pay prevailing wages as applicable to the contract work. Proposer and its subcontractor(s), if any, performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Please complete the chart below.

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Subcontractor Y/N	Page No.*

*List the page number(s) in the Proposal containing Proposer's and its Subcontractor(s), if any, performing prevailing wage work, valid and active registration. (Please attach additional pages, if needed.)

No. Proposer and its Subcontractor(s), if any, performing prevailing wage work, have **NOT** submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **If you check this box, your Proposal will be immediately disqualified as nonresponsive.**

7. Proposer has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Paragraph 6.19, Community Business Enterprise Participation.

- Yes. Proposer has provided documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Paragraph 6.19, Community Business Enterprise Participation. *Section or page number of your proposal where this documentation is included: _____.*
- No. Proposer has not identified subcontractors for this contract but will demonstrate its good faith effort to meet the County's CBE Program goal in accordance with Paragraph 6.19, Community Business Enterprise Participation, if and when subcontractors have been identified for use on the contract.
- No. Proposer has not provided documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Paragraph 6.19, Community Business Enterprise Participation and does not affirm that it will make good faith efforts to do so if and when subcontractors are contracted for work under this program. *Checking this box will render your proposal as nonresponsive and subject to disqualification. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.***

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name:

Proposer's List of Public Entities will be used for evaluation purposes as stated in the RFP. Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES	
AGENCY/DEPT: _____ SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	AGENCY/DEPT: _____ SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

AGENCY/DEPT: _____ SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

AGENCY/DEPT: _____ SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____

AGENCY/DEPT: _____
SERVICE TYPE: _____
CONTRACT TERM: _____
CONTRACT AMT: _____
CONTACT: _____
TELEPHONE: _____
E-MAIL: _____

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Proposer's List of References will be used for evaluation purposes as stated in the RFP. Proposer must provide 2 references where the same or similar scope of services was provided.

Proposer may also provide two (2) alternate references in the event that a reference is non-responsive. Please note that **no more than** four (4) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. **DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS - EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 10.1

**PRICING SCHEDULE
 FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

I. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES

A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>	=	<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <u>Model (50) Modern City</u> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>	=	<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>	=	<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>	=	<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>	=	<u>Annual Proposed Amount</u>
20	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

Replacement of trash receptacle dome cover ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 1)

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

II. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.1
(INITIAL TERM)
(Year 1)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (INITIAL TERM) (YEAR 1) I.A THROUGH II.B		\$ _____

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

REQUIRED FORMS – EXHIBIT 10.1

**PRICING SCHEDULE
 FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

III. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES

A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <i>Model (50) Modern City</i> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

Replacement of trash receptacle dome cover ONLY.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

**EXHIBIT 10.1
(INITIAL TERM)
(Year 2)**

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 2)

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

IV. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.1
(INITIAL TERM)
(Year 2)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (INITIAL TERM) (YEAR 2) I.A THROUGH II.B		\$ _____

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

REQUIRED FORMS – EXHIBIT 10.1

**PRICING SCHEDULE
 FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

V. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES

A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <u>Model (50) Modern City</u> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

Replacement of trash receptacle dome cover ONLY.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.1
(INITIAL TERM)
(Year 3)

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

VI. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.1
(INITIAL TERM)
(Year 3)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (INITIAL TERM) (YEAR 3) I.A THROUGH II.B		\$ _____

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

REQUIRED FORMS – EXHIBIT 10.2

**PRICING SCHEDULE
FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

- I. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES
 - A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <u>Model (50) Modern City</u> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

Replacement of trash receptacle dome cover ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
Estimated Units per Year	X	Unit Rate	=	Annual Proposed Amount
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
Estimated Units per Year	X	Unit Rate	=	Annual Proposed Amount
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
Estimated Units per Year	X	Unit Rate	=	Annual Proposed Amount
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
Estimated Units per Year	X	Unit Rate	=	Annual Proposed Amount
5	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

**EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)**

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

II. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.2
(OPTION YEAR 1)
(Year 1)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (OPTION YEAR 1) (YEAR 1) I.A THROUGH II.B		\$ _____

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

REQUIRED FORMS – EXHIBIT 10.2

**PRICING SCHEDULE
FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

III. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES

A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <u>Model (50) Modern City</u> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

Replacement of trash receptacle dome cover ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
5	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

IV. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.2
(OPTION YEAR 1)
(Year 2)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (OPTION YEAR 1) (YEAR 2) I.A THROUGH II.B		\$ _____

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

REQUIRED FORMS – EXHIBIT 10.3

**PRICING SCHEDULE
FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

- I. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES
 - A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <u>Model (50) Modern City</u> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

Replacement of trash receptacle dome cover ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
Estimated Units per Year		Unit Rate		Annual Proposed Amount
5	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

II. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.3
(OPTION YEAR 2)
(Year 1)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (OPTION YEAR 2) (YEAR 1) I.A THROUGH II.B		\$ _____

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

REQUIRED FORMS – EXHIBIT 10.3

**PRICING SCHEDULE
FOR**

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP

AMENITIES – NORTH COUNTY (BRC0000656)

=====

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

Using the examples given below, calculate your maintenance, replacement, relocation, removal, reinstallation, and repair costs for bus stop shelters, solar panels and apparatus, bus benches, and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The unit count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles but may be revised in accordance with Section B of the Scope of Work, Work Location.

III. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, REINSTALLATION, AND REPAIR OF BUS STOP AMENITIES

A. ROUTINE MAINTENANCE

EXAMPLE				
<u>Unit Count</u>	<u>Unit Rate Per Visit</u>	<u>Visit Subtotals</u>	<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
3059	X \$7.4724	= \$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

Using the example above, please calculate your costs for maintenance of the existing facilities:

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter, including, but not limited to, the bench, trash receptacle, and solar lighting at designated transit stops located in the unincorporated areas of the County of Los Angeles. Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 13.

2. Pressure Wash

Pressure wash each bus stop shelter and sidewalks within a 10-foot radius of the bus stop shelter every six weeks and locations upon notification by the Contract Manager (CM) or through Contractor recommendation and approved by the CM.

Proposed cost for pressure washing each bus shelter or bus stop.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
79*	X	\$	=	\$	X	9	= \$

*Locations in Attachments 13-15.

3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed maintenance cost for the stand-alone solar light pole.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
2*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 16.

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops. Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
29*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 14.

5. Maintenance of Stand-Alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Weeks</u>	<u>Annual Proposed Amount</u>
48*	X	\$	=	\$	X	52	= \$

*Locations in Attachment 15.

B. REPLACEMENT

1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13 or Department approved equal				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of side ornate iron panel for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered lighting system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal (entire unit including module, pole, and parts).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of solar powered head module ONLY attached to stand-alone Urban Solar PV Stop™ solar-powered lighting pole or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series <u>Model (50) Modern City</u> bus bench or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle, including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of LNI Aurora Series Model (50) 36-Gallon Plaza trash receptacle (entire) unit or Department approved equal.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

Replacement of trash receptacle aluminum liner (container) ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

**EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)**

Replacement of trash receptacle dome cover ONLY.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

5. Replacement of Miscellaneous Items

Replacement of Public Service Announcement (PSA) poster ONLY, one poster per shelter.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

C. RELOCATION

1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop™ solar-powered lighting).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

Relocation of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Relocation of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

D. REMOVAL

1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop™ solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle, including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
10	X	\$	=	\$

E. REINSTALLATION

1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter, including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
1	X	\$	=	\$

3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench, including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus bench.				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
2	X	\$	=	\$

4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle, including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash receptacle.				

<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
5	X	\$	=	\$

**EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)**

F. REPAIR

1. Labor Cost per Hour

Upon request or necessity for on-site repair, including, but not limited to, bus stop shelter, bench, trash receptacle, and solar panel and apparatus.

On-Site Labor Cost per Hour				
<u>Estimated Units per Year</u>		<u>Unit Rate</u>		<u>Annual Proposed Amount</u>
20	X	\$	=	\$

IV. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

- A. Collection, transportation and disposal of waste once a day, three days a week on Monday, Wednesday, and Friday, at designated transit stops located in the unincorporated Santa Clarita area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
99*	X	\$	=	\$	X	156	= \$

*Locations are marked "Santa Clara River Watershed" under the "Watershed" column in Attachment 15.

- B. Collection, transportation and disposal of waste once a day, twice a week, at least two days apart, at designated transit stops located in the unincorporated Antelope Valley area, as specified in Attachment 15.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation, and disposal at a permitted materials recovery facility (MRF).							
<u>Unit Count</u>		<u>Unit Rate Per Visit</u>		<u>Visit Subtotals</u>		<u>Estimated Days</u>	<u>Annual Proposed Amount</u>
43*	X	\$	=	\$	X	104	= \$

*Locations are marked "Antelope Valley Watershed" under the "Watershed" column in Attachment 15.

**EXHIBIT 10.3
(OPTION YEAR 2)
(Year 2)**

Item	Description	ANNUAL PROPOSED AMOUNT FOR EACH ITEM
I.A	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Routine Maintenance	\$ _____
I.B	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Replacement	\$ _____
I.C	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Relocation	\$ _____
I.D	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Removal	\$ _____
I.E	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Reinstallation	\$ _____
I.F	Maintenance, Replacement, Relocation, Removal, Reinstallation, and Repair of Bus Stop Amenities – Repair	\$ _____
II.A	Collection, Transportation, and Disposal of Waste (Three Days a Week)	\$ _____
II.B	Collection, Transportation, and Disposal of Waste (Twice a Week)	\$ _____
TOTAL ANNUAL PROPOSED PRICE FOR (OPTION YEAR 2) (YEAR 2) I.A THROUGH II.B		\$ _____

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

**SUMMARY SHEET OF PRICING SCHEDULE
FOR**

**MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – NORTH COUNTY
(BRC0000656)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposers rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Pricing Schedule, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

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

NOTE: Proposer must provide pricing for ALL contract terms. Any submitted proposal that does not include pricing for all terms maybe rejected at the sole discretion of the County.

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

YEAR	TERMS	ANNUAL PRICE
1	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Initial Term Year 1)	\$
2	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Initial Term Year 2)	\$
3	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Initial Term Year 3)	\$
4	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Option Term 1 Year 1)	\$
5	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Option Term 1 Year 2)	\$
6	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Option Term 2 Year 1)	\$
7	Maintenance Program For Nonadvertising Bus Stop Amenities – North County (Option Term 2 Year 2)	\$
TOTAL OVERALL PRICE FOR ALL TERMS (YEARS 1 THROUGH 7)		\$
AVERAGE ANNUAL PRICE FOR YEARS 1 THROUGH 7 (TOTAL OVERALL PRICE ÷ 7 YEARS)		\$

REQUIRED FORMS – EXHIBIT 11

LIST OF SUBCONTRACTORS

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

REQUIRED FORMS – EXHIBIT 11

LIST OF SUBCONTRACTORS

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REQUIRED FORMS – EXHIBIT 13
CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____

SERVICE BY PROPOSER: _____

PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2021	2022	2023	2024	2025	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

REQUIRED FORMS – EXHIBIT 14

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

REQUIRED FORMS – EXHIBIT 15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

REQUIRED FORMS – EXHIBIT 16

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Appendix A (Contract), Section 8.24, General Provisions for all Insurance Coverage, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Appendix A (Contract), Section 8.24, throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Appendix A (Contract), Section 8.24, General Provisions for all Insurance Coverage, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Appendix A (Contract), Section 8.24, throughout the entire term of the proposed contract, without interruption or break in coverage.

REQUIRED FORMS – EXHIBIT 17

**CERTIFICATION OF COMPLIANCE - CONTACT WITH COUNTY
PERSONNEL AND COMPLIANCE WITH CODE OF SILENCE PERIOD**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for:		

PROPOSER CERTIFICATION

1. The Proposer, _____ (name of the firm), and its subcontractors, collectively referred to as the proposing team, have read and understand Section 6.2 of the Request for Proposals (RFP) titled "Contact with County Personnel and Code of Silence Period."

2. Until the underlying contract is executed, all contact and communications related to, about, or regarding this RFP have been and will be made only in writing (via e-mail) and directed exclusively to the contract analysts identified in the RFP:

Attention Mr. David Pang, Contract Analyst
E-Mail: dpang@pw.lacounty.gov
Telephone: (626) 458-7167

Or

Attention Ms. Amy Le, Contract Analyst
E-Mail: ale@pw.lacounty.gov
Telephone: (626) 458-4077

3. Failure to comply with Section 6.2 of the RFP may result in the County, at its sole determination, finding the proposal to be non-responsive and disqualified from further consideration.

REQUIRED FORMS – EXHIBIT 18

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- My business is subject to or intends to enter into a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business’ Collective Bargaining Agreement):

REQUIRED FORMS – EXHIBIT 19

Instructions for Exhibit 10, Pricing Schedule and Exhibit 20, Staffing Plan

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

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Exhibit 10 and Exhibit 20.

Important: CONTRACTOR IS RESPONSIBLE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON EXHIBIT 20 ARE LOWER.

HOURLY RATE LISTED ON EXHIBIT 20 MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN EXHIBIT 20 PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44
January 1, 2026	\$20.06
January 1, 2027	Previous Year + CPI

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

Each Contract term proposed prices indicated in Exhibit 10, Pricing Schedule, must be equal to each Exhibit 20, Staffing Plan.

REQUIRED FORMS – EXHIBIT 20.2

STAFFING PLAN AND BUDGET SHEET

STAFFING PLAN AND BUDGET SHEET FOR CONTRACT: MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES - NORTH COUNTY (BRC0000656)

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Employee 1												
Employee 2												
Lead Person												
Comments/Notes:								Total Annual Salaries				
**Important: HOURLY RATE LISTED ON EXHIBIT 20's MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN EXHIBIT 20's PER EACH YEAR'S RATE.								(1) Vacations, Sick Leave, Holiday				\$
								(2) Health Insurance				\$
								(3) Payroll Taxes & Workers' Compensation				\$
								(4) Welfare and Pension				\$
								Total Annual Employee Benefits (1+2+3+4)				\$ -
								(5) Equipment Costs				\$
								(6) Service and Supply Costs				\$
								(7) General and Administrative Costs				\$
								(8) Profit				\$
								Total Annual Other Costs (5+6+7+8)				\$ -
								TOTAL ANNUAL PRICE				

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use part-time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Exhibit 19, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Exhibit 10, Pricing Schedule. When there is a discrepancy between the price quoted in Exhibit 10, Pricing Schedule, and this cost methodology, Exhibit 20, the correctly calculated price indicated in Exhibit 10, Pricing Schedule, shall prevail.

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

Name of Proposer

Signature

Date

REQUIRED FORMS – EXHIBIT 20.7

STAFFING PLAN AND BUDGET SHEET

STAFFING PLAN AND BUDGET SHEET FOR CONTRACT: MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES - NORTH COUNTY (BRC0000656)

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Employee 1											
Employee 2											
Lead Person											
Comments/Notes:								Total Annual Salaries			
**Important: HOURLY RATE LISTED ON EXHIBIT 20's MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN EXHIBIT 20's PER EACH YEAR'S RATE.								(1) Vacations, Sick Leave, Holiday		\$	
								(2) Health Insurance		\$	
								(3) Payroll Taxes & Workers' Compensation		\$	
								(4) Welfare and Pension		\$	
								Total Annual Employee Benefits (1+2+3+4)		\$	-
								(5) Equipment Costs		\$	
								(6) Service and Supply Costs		\$	
								(7) General and Administrative Costs		\$	
(8) Profit		\$									
								Total Annual Other Costs (5+6+7+8)		\$	-
								TOTAL ANNUAL PRICE			

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use part-time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Exhibit 19, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Exhibit 10, Pricing Schedule. When there is a discrepancy between the price quoted in Exhibit 10, Pricing Schedule, and this cost methodology, Exhibit 20, the correctly calculated price indicated in Exhibit 10, Pricing Schedule, shall prevail.

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

Name of Proposer

Signature

Date

REQUIRED FORMS – EXHIBIT 21

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Section 8.0, Business Proposal Requirements and Evaluation), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> <u>(Please blank out any personal information).</u></p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	

REQUIRED FORMS – EXHIBIT 22

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-22 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS – EXHIBIT 22

DECLARATION

(Duplicate as needed)

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 2, 9, AND 17 IS TRUE AND CORRECT.

Subcontractor(s) Information

FIRM NAME:	
AUTHORIZED SIGNER (PRINT NAME):	TITLE:
SIGNATURE:	DATE:

FIRM NAME:	
AUTHORIZED SIGNER (PRINT NAME):	TITLE:
SIGNATURE:	DATE:

FIRM NAME:	
AUTHORIZED SIGNER (PRINT NAME) :	TITLE:
SIGNATURE	DATE

FIRM NAME:	
AUTHORIZED SIGNER (PRINT NAME):	TITLE:
SIGNATURE:	DATE:

APPENDIX C - G

Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation
- E Los Angeles Regional Contractor Development and Bonding Program
- F Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
- G Guidelines for Assessment of Proposer Labor Law/Payroll Violations

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Application of **Evaluation Criteria**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>	
Date SRR Request Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

CONTRACTOR DEVELOPMENT AND BONDING PROGRAM

THE FOUR PILLARS OF CONTRACTOR DEVELOPMENT



The Contractor Development and Bonding Program assists contractors with their contracting capacity and business growth.

PRIME CONTRACTOR PARTNERSHIPS

EDUCATION, TRAINING & CONTRACT SUPPORT

BONDING, CONTRACT FINANCING & PROJECT ASSISTANCE

ASSESSMENT & TECHNICAL ASSISTANCE

Assessment & Technical Assistance

- Enrollment in our Contractor Development and Bonding Program.
- Personal Account Manager to provide a professional assessment of your current capacity and growth needs.
- One-on-one consultation to develop a work plan aligned with your business needs and goals.
- Facilitated referrals to Program Partners and resources.
- Contracting opportunities and industry-related workshops and events sent via our *LA Contractor Weekly* bulletin.
- Referrals to specific project opportunities.

Bonding, Contract Financing & Project Assistance

- Assistance with obtaining or increasing bonding.
- Access to collateral support for bid performance and payment bonds for qualified contractors.*
- Assistance with project risk identification and mitigation.
- Access to project cash flow funding.
- Contract review, project assessment, and field support for Program-bonded or financed contracts.
- Accounting cost subsidy for CPA-prepared financial statements.

Education, Training & Contract Support

- Group Classes on public construction best practices led by industry experts.
- Contract-specific support on County Bond Program-supported contracts.
- Creation of individualized Contractor Profile to assist with business marketing.

Prime Contractor Partnerships

- Strategic alliances with Program Prime contractors including matchmaking and referrals.
- Networking with public agency staff and peer contractors.

** Limited capacity.*

PROGRAM SPONSOR



ADMINISTERED BY



Merriwether & Williams
INSURANCE SERVICES

... Of Like Minds

550 S Hope St., Suite 1835 | Los Angeles, CA 90071

Phone: 213-258-3000 | mwisinfo@imwis.com

www.imwis.com



Los Angeles County Contractor Development and Bonding Program



"An inclusionary program to build a stronger region"

FREQUENTLY ASKED QUESTIONS

What services does the County's Contractor Development and Bonding Program (CDABP) provide? The County's CDABP extends comprehensive capacity building, technical, bonding and contract financing assistance to small and diverse contractors seeking to pursue County construction-related contracts. Starting with a thorough assessment of your current business status, we identify areas of opportunity in order to help you better position your firm to successfully compete for and complete County contracts.

After your assessment, you'll be assigned a dedicated Account Manager who will work closely with you to tailor a technical assistance work plan and financial resources specific to your needs, which may include:

- ✓ One-on-one consultations
- ✓ Training clinics and learning immersion academies
- ✓ Help with prime contractor pre-qualifications
 - » Facilitation of prime or prime-sub contractor introductions
 - » Project/bid matches
- ✓ Assistance obtaining bonding, including bonding collateral support, if needed, and contract financing
- ✓ If you are awarded a County-related contract with bonding support, you will also receive on-going project assistance to help you successfully complete your contract.

Who is eligible to participate in the CDABP? Eligible firms include local small and diverse businesses who are certified or eligible for certification within one of the County's business enterprise categories. For detailed information on the County's certification programs, visit their Small Business Certifications webpage (https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).

Why should small and diverse businesses enroll in the CDABP? LA County's CDABP provides game-changing resources for small and diverse businesses who want to expand their capacity and improve their opportunities for winning County contracts. For example, the inability to secure or increase bonding often impedes small and diverse contractors from bidding and/or pre-qualifying with prime firms and participating on public works projects. This program helps reduce such barriers, even offering bonding collateral support (standard surety bond premiums and commissions charged are not covered by the CDABP).

Similarly, not having access to the capital needed to fund the cost of doing the contract work that you've been awarded can be a major challenge, and little to no assistance is available through traditional lending sources. Through the CDABP, the County provides for up to \$250,000 of contract-based financing with a low origination fee and very low interest rate, and not tied to your financials or credit.

This is a particularly good time to enroll, because in November 2021, President Joe Biden signed a \$1.2 trillion infrastructure investment plan supporting a range of construction projects in localities across the nation, including Los Angeles County. If you are a small or diverse local business, the CDABP can assist you in competing for upcoming construction contracts!

My subcontracted work hasn't required bonding in the past, so how would I benefit from participating in the CDABP? While you may not always need to provide a bond for some subcontracted work, a bond will always be required if you want to bid directly with the County on small prime contracts – and being "bondable" is a significant competitive advantage when bidding on many subcontracting opportunities. Becoming "bondable" demonstrates that your company's capacity to perform work has been assessed and vetted by a third party, which is then reflected in the dollar amount for which you can bond. Even when a bond for subcontract work is not required, it is quite common to be asked to demonstrate that your company is "bondable" in order to meet contract owner or prime requirements. Pre-qualification requirements often include demonstrating your bond underwriting and/or financial capacity to

perform work. The CDABP will assist you in meeting advance requirements with primes or prime-sub contractors pursuing or performing County work.

What is the cost to participate in the CDABP? The CDABP is sponsored by the County of Los Angeles, so, with one exception, all services are offered at no cost to participating contractors! If needed, the only cost you may incur is for having a Certified Public Accountant (CPA) prepare a financial statement for your company, a requirement for bonding. For those who qualify, the program even provides a one-time subsidy toward this CPA-prepared company financial statement. If the subsidy is provided to you, you will be asked to pay the first \$500 toward the preparation of your financial statement and any costs in excess of what the \$3,200 subsidy covers.

The CDABP is one of the County's tools to effectively support and increase the inclusion and participation of small and diverse contractors on County projects. Because barriers impede access, CDABP is intended to reduce and eliminate barriers wherever possible.

When should I look to enroll in the County's program? Should I wait until I've identified a County project for which I want to bid? Don't wait, enroll now! The earlier you enroll and have your company assessed, the sooner you'll be able to receive expert guidance and support in bidding suitable County projects. For example, getting pre-approved for a specific bonding amount will not only boost your company's credentials, but will also help you confidently identify and pursue County contracting opportunities within that range. Your CDABP Account Manager will be helping you every step of the way, including steering you toward opportunities with CDABP program prime partners. By planning ahead, your firm will be better positioned for consideration by the County's prime and larger contractors, who are always seeking qualified and certified firms to meet their project participation goals.

How long will it take for me to get approved for bonding or contract financing? The timing of the bonding or contract financing process depends mostly on you. The initial steps of preparing an underwriting package for bonding or prequalifying you for contract financing require gathering information about your company. If you have the necessary documentation and information complete and readily available, then the next steps of the process can move quickly. Your CDABP Account Manager is always on hand to answer questions and help guide you through the process.

Must I already be working with a bonding broker in order to participate? You do not already need to be working with a bonding broker. The CDABP will work with any bonding broker with whom you've already established a relationship that you wish to continue. In fact, the program can also work with your current surety agent to increase your existing bonding capacity with them as well. However, if you do not have a current broker, the program can provide for your consideration a list of brokers who work with smaller contractors and with program surety partners.

Once I'm awarded a contract, does the CDABP offer financial assistance to help me get started and to overcome cash flow issues? Yes, our Contract Financing Assistance Program (CFAP) can help! Administered through the CDABP in partnership with PACE Financial Corporation and Pacific Coast Regional Small Business Development Corp. (two Community Development Financial Institutions or CDFIs), the CFAP provides contract-based financing to small construction contractors to assist in meeting construction contract funding requirements. This program helps address the financing gap affecting many small and diverse construction contracting firms, which have historically been underserved by conventional lending institutions.

The contractor's awarded contract is used as collateral for the loan approval. The loans are issued at a competitive, below market rate, annual percentage rate (APR) and with a low origination fee. CFAP loans require third-party funds administration. Funding is available up to \$250,000, with larger amounts considered on a case-by-case basis.

The CFAP aims to increase the number of qualified firms able to pursue contracting opportunities, which can in turn increase the number of competitive bids. Contractors receiving CFAP funds build their business capacity and help establish or enhance their credit history, making them more eligible for commercial lending. CFAP positively impacts not only small minority-owned businesses, but also our local communities. Contact the CDABP team for current rate and fee information.

We look forward to hearing from you!

213-258-3000 | MWISInfo@imwis.com | www.LAConDev.com



GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

DEDUCTION CATEGORIES	RANGE OF DEDUCTION (Deduction is taken from Proposer's Final Evaluation Score)
MAJOR County determination, based on the Assessment Criteria, that proposer has a record of very serious violations.*	6 - 10% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Assessment Criteria, that proposer has a record of relatively minor violations.*	1 - 5%
NONE County determination, based on the Assessment Criteria, that proposer does not have a record of violations.*	0

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the proposal due date.

The assessment and determination of whether a violation is "Major", "Minor", or Non-existent ("None") and the assignment of a percentage deduction will include, but not be limited to, consideration of the following criteria and variables:

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

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

**CONTRACT FOR
MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP
AMENITIES – NORTH COUNTY**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION
- E FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F INTERNAL REVENUE SERVICE NOTICE 1015
- G DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- H PAYROLL STATEMENT OF COMPLIANCE
- I CONTRACTOR'S PROPOSAL (NOT ATTACHED TO SAMPLE)

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 PUBLIC WORKS CONTRACT MANAGER	1
2.0 WORK LOCATION	1
3.0 REQUEST OF WORK FROM CONTRACTOR	1
4.0 CONTRACT COST	1
5.0 WORK DESCRIPTION	1
6.0 HOURS AND DAYS OF SERVICE.....	2
7.0 UTILITIES.....	3
8.0 STORAGE FACILITIES.....	3
9.0 REMOVAL OF DEBRIS	3
10.0 SPECIAL SAFETY REQUIREMENTS	3
11.0 PROJECT SAFETY OFFICIAL	5
12.0 RESPONSIBILITIES.....	5
13.0 EQUIPMENT AND STAFFING	7
14.0 BUS STOP AMENITY DESIGNS AND SPECIFICATIONS.....	10
15.0 MAINTENANCE AND WASTE COLLECTIONS SPECIFICATIONS	10
16.0 REPAIR	16
17.0 FUEL COST ADJUSTMENTS.....	17
18.0 REMOVAL OF BUS STOP AMENITIES	18
19.0 ELECTRICAL WORK.....	20
20.0 PERFORMANCE REQUIREMENTS	20
21.0 SUPPLIERS	21
22.0 TITLE OF IMPROVEMENTS.....	22
23.0 REPORTS	22
24.0 SAFETY TRAINING	23
25.0 CONTRACTOR'S QUALITY CONTROL PLAN	24
26.0 ADDITIONAL WORK/LOCATIONS	24
27.0 PASS-THROUGH.....	24
28.0 SPECIFIC WORK REQUIREMENTS	25
29.0 GREEN INITIATIVES	25
30.0 GRATUITIES	25
31.0 LIQUIDATED DAMAGES.....	26
32.0 FEDERALLY FUNDED WORK	27

TABLE OF CONTENTS

PARAGRAPH

PAGE

SOW ATTACHMENTS

- 1 Performance Requirements Summary
- 2 Specifications For North County Solar-Powered Bus Stop Shelter Structure (With PSA Panels & With No PSA Panels)
- 3 Specifications for Non-Advertising Bus Stop Bench with Back Support and Armrest
- 4 Specifications for a Trash Receptacle with Aluminum Liner and Key-Locking Dome Top
- 5 Specifications for Solar-Powered Light Pole (Foothill Transit Bus Stops)
- 6 Specifications for Solar-Powered Light Pole (Metro Bus Stops)
- 7
 - 7.1 Diagram of Solar Powered / Non-Advertising Bus Shelter (No PSA Panels) Black Frame and Red Tile Roof with Back Support Bench
 - 7.2 Diagram of Typical Non-Advertising Bus Shelter (No PSA Panels) With Street Right-of-Way and Minimum Clearances
 - 7.3 Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (No PSA Panels)
 - 7.4 Diagram of Solar Powered / Non-Advertising Bus Shelter (No PSA Panels) Black Frame Perforated Panels and Red Tile Roof with Back Support Bench
 - 7.5 Diagram of Solar Powered / Non-Advertising Bus Shelter (With PSA Panels) Black Frame and Red Tile Roof with Back Support Bench
 - 7.6 Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (With PSA Panels)
 - 7.7 Diagram of Street Right-of-Way and Minimum Clearances for Typical Non-Advertising Bus Shelter (PSA Panels)
 - 7.8 Diagram of American Disabilities Act (ADA) Requirement for Bus Stop
 - 7.9 Diagram of Black Non-Advertising Metal Bench with Gloss Powder Coated Finish (6' Seating Area)
 - 7.10 Diagram of 32-Gallon Trash Receptacle with Hard Plastic Liner and Key-Locking Dome Top
 - 7.11 Diagram of Stand-Alone Solar Powered Light Pole
 - 7.12 Diagram of Display Unit for Metro Bus Schedules and Routes
 - 7.13 Route/Map Carousel Display Unit for Foothill Transit (Type I)
 - 7.14 Route/Map Carousel Display Unit for Foothill Transit (Type II)
 - 7.15 Diagram of Placement of Solar Light Poles

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
8	(50) Modern City Bench	
9	(50) 36-Gallon Plaza Trash Receptacle	
10	Bus Stop Inspection Checklist	
11	Public Health Permit/License Application	
12	Los Angeles County Watershed Map	
13	North County Non-advertising Bus Stop Shelter Locations	
14	North County Non-Advertising Bus Bench Locations	
15	North County Trash Receptacle Locations	
16	North County Solar Light Pole Locations	

STATEMENT OF WORK (SOW)
MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP
AMENITIES – NORTH COUNTY SERVICES

1.0 PUBLIC WORKS CONTRACT MANAGER

Public Works Contract Manager will be Mr. Stephen Gee of our Transportation Planning and Programs Division who may be contacted at (626) 458-5959 or sgee@pw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager (CM) is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in the CM.

2.0 WORK LOCATION

2.1 Services must be performed at designated bus stop shelters and transit stops in the unincorporated areas of north County of Los Angeles as specified in Exhibit K, Program Locations (County Bus Stops).

3.0 REQUEST OF WORK FROM CONTRACTOR

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

4.0 CONTRACT COST

All services required in this Exhibit A, Statement of Work, must be included in the price quoted by the Contractor in Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms), unless stated otherwise in the Contract.

5.0 WORK DESCRIPTION

The work to be completed must include the furnishing of all labor, supervision, materials, and equipment necessary for the routine and emergency cleaning, repair, and maintenance of bus stop shelters and appurtenances, bus benches, trash receptacles, solar light poles, and other bus stop amenities (collectively Bus Stop Amenities), located at County Bus Stops. The work also includes the collection, transportation, and disposal of waste from trash receptacles located at County Bus Stops. The work may include as-required removal, relocation, or replacement of Bus Stop Amenities, such as bus stop shelters, benches, trash receptacles, and solar light poles as directed by the CM. All Bus Stop Amenities replaced by the Contractor must comply with the specifications included in Attachment 2: Specifications For North County Solar-Powered Bus Stop Shelter Structure, and Drawings in Attachments 7.1-7.15.

5.1 Request of Work from the Contractor

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

5.2 Addition/Deletion of Locations

The County reserves the right to add or delete a County Bus Stop location and to change the frequency of the maintenance at any of the County Bus Stops at any time during the Contract term at the sole discretion of the County as directed by the CM in writing through a change order. The Contractor must maintain and identify its current inventory of locations served in their monthly invoices.

5.3 Commencement of Contract

Prior to commencing work, the Contractor must:

5.3.1 Provide the CM with a detailed work plan, including maintenance route and schedule, subject to review and approval by CM. The Contractor must provide CM detailed information as to how Contractor proposes to schedule work on or around holidays.

5.3.2 Provide the CM with a detailed staffing plan with associated equipment and vehicles dedicated to this Contract, subject to review and approval by CM.

5.3.3 Provide report templates as described in Paragraphs 23.0 – 23.8, Monthly Reports, subject to review and approval by CM.

5.3.4 Successfully apply for and obtain a Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH) as specified in Paragraph 15.5.4, Waste Collector Permit.

5.4 Please note, should an inconsistency be determined between the Statement of Work and the Performance Requirements Summary (Attachment 1), the higher service level in the judgment of Public Works will prevail.

5.5 The CM may authorize the Contractor to perform additional work including, but not limited to, performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the CM determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

6.0 HOURS AND DAYS OF SERVICE

The Contractor must not perform maintenance or routine waste collection work during the peak traffic hours, from 6 a.m. to 9 a.m., and 4 p.m. to 7 p.m., Monday through Friday, except County observed holidays, at which time the service must be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the CM. All installation, repair, relocation, or removal work must not be performed during the peak

traffic hours unless the work is of an emergency nature to mitigate public safety/health issues, or otherwise approved by the CM. Emergency trash removal, maintenance, repair, or removal of damaged Bus Stop Amenities required to eliminate a hazard to pedestrian, property, or vehicular traffic may occur at any time and day, but only to the extent required to remove the hazard.

The Contractor may be required to provide services on County-recognized holidays, subject to the discretion of the Contract Manager.

7.0 UTILITIES

The County will not provide utilities.

8.0 STORAGE FACILITIES

The County will not provide storage facilities for the Contractor. The Contractor must properly store all vehicles, equipment and materials, including, but not limited to, auxiliary shelters, benches, solar-powered lighting, trash receptacles and parts, accessories and materials necessary for repair, and replacement and maintenance of the equipment and County facilities at the sole cost of the Contractor at its own facilities. Contractor must be responsible for determining and storing the appropriate number of auxiliary units necessary to ensure the prompt replacement of damaged units.

9.0 REMOVAL OF DEBRIS

All debris derived from these services must be removed from Public Works property and become the property of the Contractor. The Contractor must dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal must be at the Contractor's expense. The Contractor must not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

10.0 SPECIAL SAFETY REQUIREMENTS

- 10.1** All Contractor's operators must be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
- 10.2** Contractor staff must wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 10.3** The contractor must inspect and identify any condition(s) that renders any portion of the jobsite unsafe. Contractor must notify the Contractor manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor must be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor must cooperate fully with Public Works in the investigation of any accidental injury or

death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

- 10.4** Special emphasis must be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor must be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service.
- 10.5** Contractor must do the following for safety issues:
 - 10.5.1** Public Safety: Contractor must perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
 - 10.5.2** Emergency Response: The Contractor must call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
 - 10.5.3** Contractor must file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works Representative within 2 business days or first day of the next business week. Public Works Representative will provide the report form.
 - 10.5.4** Contractor must submit a project safety plan and provide training to employees on the above provisions.
 - 10.5.5** Contractor must provide traffic control that conforms to the most recent version of the California Manual on Uniform Traffic Control Devices (MUTCD), wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor must ensure that all traffic control configurations, devices, equipment, and setup comply with the MUTCD.
 - 10.5.6** The Contractor's operations must cause no unnecessary public inconvenience. The access right of the public in the streets must be considered at all times.
 - 10.5.7** The Contractor must provide all safety measures necessary to protect the public and his/her workers including, but not limited to, temporary traffic control device prior to perform work at County Bus stops.
- 10.6** All herbicide applications must be under the direct supervision of a Commercial Applicator certified by the State of California.

11.0 PROJECT SAFETY OFFICIAL

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

12.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

12.1 COUNTY

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 12.1.1** Provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The CM or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
- 12.1.2** Monitoring the Contractor's performance in the daily operation of this Contract.
- 12.1.3** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 12.1.4** Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

12.2 CONTRACTOR

Utilization of Subcontractor(s) is only allowed on emergency or temporary basis and must be approved by the CM or Program Manager. Contractor must verify Subcontractor(s)' experiences and licenses are valid and active prior to start of work. Failure to utilize Subcontractor(s) on emergency or temporary basis only could subject this Contract to termination.

- 12.2.1** Maintain a minimum of 5 years of experience performing the following type of services:
 - 12.2.1.1** Maintenance, replacement, relocation, removal, reinstallation, and repair of Bus Stop Amenities, and;
 - 12.2.1.2** Collection, transportation, and disposal of waste.
- 12.2.2** Ensure its Subcontractor(s), if used, maintain a minimum of 5 years of experience performing the following type of services:
 - 12.2.2.1** Maintenance, replacement relocation, removal, reinstallation, and repair of Bus Stop Amenities.
 - 12.2.2.2** Collection, transportation, and disposal of waste.

- 12.2.3** Maintain one of the following licenses:
 - 12.2.3.1** A valid and active State of California General Engineering Contractor's Class A License.
 - 12.2.3.2** A valid and active State of California General Building Contractor Class B License.
 - 12.2.3.3** A valid and active State of California Limited Specialty Classification C-61, subcategory D34, Prefabricated Equipment Contractor's License.
- 12.2.4** Ensure its Subcontractor(s), if any, maintain one of the following licenses:
 - 12.2.4.1** A valid and active State of California Limited Specialty Classification C-61, subcategory D38, Sand and Water Blasting License.
 - 12.2.4.2** A valid and active State of California General Building Contract
 - 12.2.4.3** or Class B License.
 - 12.2.4.4** A valid and active State of California Limited Specialty Classification C-61, subcategory D34, Prefabricated Equipment Contractor's License.
- 12.2.5** Maintain a valid and active State of California Limited Specialty Classification C-61, subcategory D-38, Sand and Water Blasting License
- 12.2.6** Ensure its Subcontractor(s), if any, maintain a valid and active State of California Limited Specialty Classification C-61, subcategory D-38, Sand and Water Blasting License.
- 12.2.7** Maintain a valid and active Waste Collector Permit issued by DPH. The use of subcontracting is prohibited. This permit must stay valid and active during the term of this contract.
- 12.2.8** Maintain at minimum a total of three full-time equivalent employees (two staff workers and one Lead Person or Field Supervisor) to this contract.
- 12.2.9** Maintain and ensure its Subcontractor(s), if any, performing prevailing wage work, hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.
- 12.2.10** Maintain or ensure its Subcontractor(s), if any, hold a valid and active C-33 State of California-issued Contractor's license when performing graffiti removal services.
- 12.2.11** Ensure on-site supervisor can speak, read, write, and understand English.
- 12.2.12** Ensure uniforms will be worn by field employees on the job.

13.0 EQUIPMENT AND STAFFING

13.1 Service and Support Vehicles

The Contractor must provide any and all service and support vehicles necessary for adequate operation, maintenance, and supervisory support. These vehicles must be in good operating condition and appearance. The Contractor's name and logo must be imprinted on both left and right sides of the vehicles. The Contractor must also comply with requirements as described in Paragraphs 13.3 – 13.3.10, Maintenance and Waste Collection Vehicles, for vehicles used to collect, transport, and manage/dispose of waste.

13.2 Pressure Wash Vehicles

The Contractor must provide any and all equipment and vehicles for pressure wash operations. The Contractor must adhere to the latest adopted National Pollutant Discharge Elimination System (NPDES) requirements and implement Best Management Practices when performing pressure wash operations. Current requirements are listed in Section III, Discharge Prohibitions at page 12 of the NPDES Permit: (https://www.waterboards.ca.gov/rwqcb4/water_issues/programs/stormwater/municipal/regional_docs/1_Order.pdf). In areas of unsanitary condition, water and residuals from pressure washing sidewalks or Bus Stop Amenities must not be allowed to enter the storm drain.

13.3 Maintenance and Waste Collection Vehicles

The Contractor must:

- 13.3.1** Possess and provide a minimum of two pickup trucks plus a spare vehicle, as required to provide adequate maintenance, repair, and manual waste collection services at County Bus Stops. Spare vehicles may be the Lead Person or Field Supervisor's vehicle and must be fully fueled and ready to dispatch and replace any vehicle which breaks down on route within reasonable time of such breakdown. All pickup trucks used for maintenance or manual collection must be equipped with adequate radio/communication equipment for office-to-field communication.
- 13.3.2** Provide and have available at all time vehicles that are leak proof for use in the manual collection, transportation, and manage/dispose of waste. Each vehicle must be equipped with metal bodies and covers that are constructed such that liquids and waste do not blow, fall, sift, or leak out of the vehicle and onto the street.
- 13.3.3** Comply with all related County ordinances, State laws and regulations, and all conditions and limitations in any permits or licenses under which Contractor operates.
- 13.3.4** Be responsible for maintaining an inspection and preventive maintenance schedule to ensure that all manual collection vehicles are safe to operate within the work areas at all times in accordance with the requirements promulgated by DPH, the California Highway Patrol,

the South Coast Air Quality Management District (SCAQMD), the vehicle manufacturer, and all other applicable Federal, State, County, and local laws and regulations. The Contractor must comply with all the regulations issued by SCAQMD for all new or replacement of automated and/or manual collection vehicles. Current requirement is at this link: (i.e. Rule 1193, Clean On-Road Residential and Commercial Refuse Collection Vehicles (Link: <http://www.aqmd.gov/home/regulations/fleet-rules/refuse-collection-vehicles>).

- 13.3.5** Use vehicles that are equipped with an adequate shovel and broom to collect, transport, and manage/dispose of waste.
- 13.3.6** Keep all service and support vehicles clean, in good mechanical condition, and well painted all to the satisfaction of the CM. All such vehicles must be painted the same color or colors. Keep all equipment, tools, and facilities used in the manual collection/management of waste clean and sanitary at all times when not in use.
- 13.3.7** Maintain records of inspections and maintenance of all vehicles and mechanical equipment used in providing the required services under this Contract including records of preventive maintenance and repairs performed. Items to be inspected must include, among others, those required in the inspections conducted by the County of Los Angeles Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All inspection and maintenance records must be open to inspection by the County.
- 13.3.8** Require drivers and Subcontractor's drivers, if any, to have valid licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services. It is the responsibility of the Contractor to monitor the drivers' driving performance and records and to remove drivers that are not authorized by the State of California to operate the vehicle.
- 13.3.9** Remove vehicle and equipment from service should such manual collection vehicle or other equipment not comply with Public Works and/or DPH (Health Officer), and/or the SCAQMD standards, and such vehicle or other conveyance must not be used again until inspected and approved by the CM and/or the Health Officer. The Contractor must be held responsible for maintaining the collection schedule regardless of such action.
- 13.3.10** Comply with all laws and regulations relating to the parking or storage of vehicles and equipment used in this Contract.

13.4 Maintenance Equipment

The Contractor must be responsible for providing all necessary equipment and labor for routine maintenance and as-required repair, removal, relocation, and replacement of Bus Stop Amenities, including trash receptacle liners, covers, and all necessary parts, accessories or materials at the cost specified in Exhibit 10, Pricing Schedule. Unless approved otherwise by the CM, the replacement parts,

accessories, and/or materials must be identical to the original design of the existing amenity. The CM will consider alternative materials or parts proposed by Contractor, if necessary.

13.5 Communication Equipment

The Contractor must have office staff operating and answering incoming calls during normal business hours, Monday through Friday, 8 a.m. to 5 p.m. After normal business hours, the Contractor must provide CM with an emergency telephone number at which someone can always be reached 24 hours a day, 7 days a week. The Contractor must be responsible for providing two-way communication between its office and field workers at all times, as well as for proper maintenance of this equipment.

13.6 Internet Access and E-mail

The Contractor must have and maintain internet access and valid e-mail addresses for its Program Manager and Road Supervisor throughout the duration of this Contract. The Contractor must provide the CM with these names and e-mail addresses upon commencement of the Contract. Communication must mostly be done through e-mails for convenience and timeliness.

13.7 Staffing

The Contractor must provide at minimum a total of two staff workers; one per waste collection vehicle for maintenance, as-required work, and manual waste collection activities stipulated under this Contract. The Contractor must also employ a Lead Person or Field Supervisor, supervising the maintenance routes, collection routes, and all as-required repair, installation, removal, and relocation work. The Lead Person or Field Supervisor can be employed on a half-time basis on this Contract. The Contractor must provide at minimum a total of three fulltime equivalent employees to this Contract.

13.7.1 Lead Person

Contractor must assign a Lead Person who can be contacted to confer with the Public Works CM with respect to concerns relating to the services and Contractor's operations and performance. The Contractor's Lead Person must have thorough knowledge of the day-to-day operation in the field and who will serve as liaison between Contractor's crews in the field and the County. The Lead Person must supervise the collection routes as is needed to accomplish the provisions of these Specifications.

The Lead Person must be provided with a separate vehicle other than a vehicle used for collection of waste. Within 10 days of the award of this Contract, the Contractor must inform the CM of the name, title, and telephone number of the assigned Lead Person.

13.7.2 Project Safety Official

The Contractor must designate in writing a Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's

Project safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official must be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time the Contractor is in compliance.

14.0 Bus Stop Amenity Designs and Specifications

The CM will provide typical designs and specifications, as well as all necessary permits and inspections for the relocation, installation, or replacement of bus stop shelters and amenities, such as bus benches and trash receptacles. The Specifications and Drawings for Bus Stop Amenities, including a description of materials to be used are shown in Attachment 2: Specifications For North County Solar-Powered Bus Stop, and Attachments 7.1-7.15.

All removal, relocation, and installation work must conform to the Standard Specifications for Public Works Construction latest edition and to the satisfaction of the CM. All work and workmanship deemed to be substandard or inadequate by the CM will be corrected or replaced at no cost to the County.

15.0 Maintenance and Waste Collections Specifications

15.1 General Scope

15.1.1 Routine Maintenance

The Contractor must maintain the Bus Stop Amenities in a safe, clean, attractive, and sanitary condition and in good order satisfactory to the CM. Routine maintenance must be done on a once-a-week basis, during non-peak hours, Monday through Friday, including holidays as described in Section D, Hours and Days of Service. At each maintenance visit, the Contractor must clean, wash, and remove all graffiti, stickers, posters, litter, dust, dirt, and weeds from each Bus Stop Amenity to keep each Bus Stop Amenity (including the roof/gutter and/or electronic message display, of the shelters, if applicable) and immediate area free of any noticeable accumulation of dirt, dust, marks, stickers, posters, litter, or weeds. The Bus Stop Amenity must be maintained in a continually like new condition. Bus stop shelters may be energized using hard wire or solar panels attached directly to the bus stop shelter or to a pole adjacent to the shelter. The Contractor must examine bus stop shelter lighting for functionality during each visit and stand-alone solar light pole every 2 months. Maintenance must be performed within a 10-foot radius of the Bus Stop Amenities but must not extend beyond the face of curb or onto private property. If notified by the CM that additional maintenance is required, the Contractor must perform additional maintenance within two working days upon receipt of notice. The maintenance cost per shelter and appurtenances, bus benches, trash receptacles, and stand-alone solar-powered lighting must be as specified in Exhibit 10, Pricing Schedule, Maintenance of Bus Stop Shelters and Amenities.

15.1.2 Replacement of Public Service Announcement Posters

The CM will direct the Contractor to remove existing Public Service Announcement (PSA) posters and install new PSA posters, collectively referred to as Replacement of PSAs, at County bus stop shelters. The Contractor must complete Replacement of PSAs within the timeframe as agreed by the CM at the cost specified in Exhibit 10, Pricing Schedule, Replacement of PSA posters.

15.2 Bus Stop Inspections

The Contractor must perform weekly safety inspections on all County Bus Stops, Bus Stop Amenities and bus stop shelter lighting serviced under this Contract. The Contractor must complete the Bus Stop Inspection Checklist, Attachment 10: Bus Stop Inspection Checklist for each inspected location. Inspections must include all items indicated in the Checklist. Copies of the Checklist are to be retained by the Contractor for at least 5 years after Contract expiration.

15.2.1 Safety Inspection Report

The Contractor must submit a monthly summary report along with the Bus Stop Inspection Checklist electronically, no later than the 15th day after the end of the previous month. The report must include inspection date, location, description of safety concern or finding, corrective measures, and any other information requested by CM. Failure to comply with this requirement of submitting the Safety Inspection Report within the allotted time frame must be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages, and may be withheld of the monthly payment until CM receive the report.

15.2.2 Report of Hazard or Damage

Upon notification from the CM or discovery by the Contractor's employee of any potential hazard or damage that presents a safety concern to the public, the Contractor must take immediate steps to tape off or otherwise prevent public access to the hazard and/or render the condition safe and to notify CM of the need for repair and corrective measures taken within 2 hours. The Contractor must note the hazard/damage on the Checklist and provide a copy to the CM within 24 hours, electronically or by phone. The Contractor must also complete necessary repair or removal of Bus Stop Amenities as directed by the CM. If unable to reach the CM, the Contractor must contact Public Works at (800) 675-4357. Failure to comply with the requirements for rendering the condition safe and completion of repairs or removals within the allotted timeframe may be grounds for the assessment of liquidated damage specified in Paragraphs 31.0 – 31.4.

15.3 Pressure Wash

The Contractor must pressure-wash bus stop shelters and sidewalks within a 10-foot radius of the bus stop shelter every 6 weeks and as otherwise directed by CM, at the rate specified in Exhibit 10, Pricing Schedule. For County Bus Stops

that have no bus stop shelters, the Contractor must pressure wash the Bus Stop Amenities and the sidewalk within a 10-foot radius of the bus stops on on-call basis. The Contractor must perform as-required pressure wash upon notification by the CM or through Contractor recommendation and approved by the CM. Failure to comply with this requirement within the allotted time frame must be grounds for assessment of Liquidated Damages specified in Paragraphs 31.0 – 31.4.

The Contractor must indicate in the Work Plan how wastewater will be treated and not discharged to the storm drain. Measures must include:

- 15.3.1** Removing trash, debris, and free-standing oil/grease spills/leaks (use absorbent material, if necessary) from the area before washing;
- 15.3.2** Barricading pressure wash area with spill control and containment products with mechanism to reclaim wastewater;
- 15.3.3** Using high pressure, low volume spray washing with potable water only and no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area; and
- 15.3.4** Water and residuals from pressure washing must not be allowed to enter the storm drain.

15.4 Graffiti Removal Services

The Contractor must provide graffiti removal services to remove or cover graffiti from all exterior surfaces within a 10-foot radius of each Bus Stop Amenity but must not be performed beyond the face of curb or onto private property. Failure to comply with this requirement must be grounds for the assessment of Liquidated Damages specified in Paragraphs 31.0 – 31.4.

The Contractor must:

- 15.4.1** Remove or paint over all graffiti on all designated Bus Stop Amenities within 48 hours of the graffiti being discovered by the Contractor or being reported by the County. Profanity, sexually explicit, or racist type graffiti must have the highest removal priority. Graffiti placed on Bus Stop Amenities during the weekends must be removed on the following workday. Within 48 hours of initial paint over, the Contractor must repaint using a color to match the existing surface color.
- 15.4.2** Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Water and residuals from water blasting must not be allowed to enter the storm drain.
- 15.4.3** Use the following County-approved chemical solvents when removing graffiti from County property.
 - 15.4.3.1** OFF-B Off-B, graffiti remover - liquid form
 - 15.4.3.2** **3M™** Citrus Base Industrial Cleaner
 - 15.4.3.3** State Chemical Graffiti Wipes

- 15.4.4** Match the existing color of the surface when painting over or obscuring graffiti whenever possible. Paint must be neatly feathered in all areas.
- 15.4.5** Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
- 15.4.6** Train personnel in proper graffiti removal techniques and provide corrective instruction to personnel if they are removing or covering graffiti improperly.
- 15.4.7** Use new or recycled water-based paints that are appropriate for nontreated surfaces on County properties.
- 15.4.8** Sidewalk Surfaces: Remove graffiti from concrete sidewalks by using a water blasting machine with a soda compound only. Painting over must not be permitted. The sidewalks must be cleaned of all graffiti, graffiti residues, paint, ink, gum, oil, etc. The sidewalks must be blocked off for safety during the cleaning operations. Adequate precautions must be taken not to damage private property during water blasting operations, i.e., precautionary measures to prevent water from going under shop doors, damaging store fronts, entering storm drains, etc. The sidewalk areas being cleaned must be pressure washed or brushed to match other graffiti-free sidewalk areas.
- 15.4.9** Dispose of excess paint properly. Paint liners must be opened, mixed with sand, dirt, or cat litter and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.
- 15.4.10** Wash paint brushes, rollers, or frames in clean water. The water must only be disposed of in a sink or toilet. Water used to clean paint tools must not be disposed of in storm drains, street gutters, and/or on sidewalks and streets.

15.5 Collection, Transportation, and Disposal of Waste

- 15.5.1** The Contractor must perform waste collection, transportation, and disposal in a thorough and professional manner to the satisfaction of the CM. These services must be performed by a permitted trash hauler. The Contractor must send all waste collected under this Contract to permitted Materials Recovery Facilities (MRF) for processing and recovery, to the maximum extent reasonable and feasible, of recyclables including, but not limited to, paper, California Redemption Value beverage containers, glass, number 1 and 2 plastics, steel, and aluminum. Waste remaining after the removal of recyclables may be disposed of at a permitted waste disposal facility. Unless otherwise approved in writing by the CM, the Contractor or the MRF operator **MUSTNOT** dispose of any recovered recyclables in a disposal site and/or transformation facility. The Contractor must send a monthly waste report with details required in Paragraphs 23.0 – 23.3.8.
- 15.5.2** A list of all permitted MRFs in the County can be obtained by calling the Solid Waste Information System hotline at 800-320-1771 or by visiting

<https://dpw.lacounty.gov/epd/swims/> and clicking on "Where Can I Take My Trash" for a list of transfer/processing facility. The proper disposal and storage of waste material is regulated by the DPH per Title 11, Los Angeles County Code.

15.5.3 Waste Collection

All waste collected from the trash receptacles must be sent to a permitted materials recovery facility (MRF) for processing and recovery of recyclables to the maximum extent reasonable and feasible including, but not limited to, paper, CRV beverage containers, glass, number 1 and 2 plastics, steel, and aluminum. Waste remaining after the removal of recyclables may be disposed of at a permitted waste disposal facility. Unless otherwise approved in writing by the CM, the Contractor or the MRF operator MUST NOT dispose of any recovered recyclables in a disposal site and/or transformation facility. The Contractor must perform routine collection of waste at all County Bus Stops within the Santa Clara River Watershed once a day, three times a week, on Monday, Wednesday, and Friday, including holidays, unless otherwise specified. Waste collection within Antelope Valley Watershed must be done once a day, twice a week, and be at least two days apart. A watershed map is attached as Attachment 12: Los Angeles County Watershed Map and watershed information for each trash receptacle is specified in Attachments 13-16. Failure to comply with each collection schedule must be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages. The Contractor must provide CM the waste collection route and schedule as specified in Paragraphs 5.3 – 5.3.4, Commencement of Contract. In the event Contractor proposes revising the collection schedule or route, the Contractor must provide 10 working days prior written notice of the proposed route change to the CM, along with the proposed revised maintenance schedule, together with a new map. No such change may be affected until first approved by the CM.

15.5.4 Waste Collector Permit

The Contractor must obtain a Waste Collector Permit issued by DPH as required by Sections 20.72.020 and 20.72.040 A and B of the Los Angeles County Code, Title 20, Division 4. A copy of the application is available in Attachment 11: Public Health Permit/License Application. Following is the contact information for DPH.

County of Los Angeles
Department of Public Health
Environmental Health/Environmental Protection Bureau
Solid Waste Management Program
5050 Commerce Drive, Baldwin Park, CA 91706
Telephone: (310) 965-8907

Kumari Gossai, EHS III

The Contractor must comply with Los Angeles County Code, Title 20, Division 4, and all applicable requirements, including approvals from DPH relating to the service including for sizes and types of the vehicles and Contractor's facilities. For further information regarding this requirement, you may contact DPH at (626) 430-5550.

15.6 Noncollection Items

The Contractor must NOT collect, transport, or dispose of hazardous or toxic materials as defined per Federal, State, and local laws and regulations as well as any bulk items including, but not limited to, furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other household items (Noncollection Items). The Contractor must immediately report any and all Noncollection Items discovered during waste collection to Public Works Transportation Planning and Programs Division at (626) 458-5959 (Monday through Thursday) on the same business day. If Public Works office is closed, the Contractor must report Noncollection Items on the next Public Works' business day and keep a record of all locations where the Noncollection Items have been left or seen.

15.7 Care of Liners

The Contractor must carry an adequate supply of clean aluminum liners during routine maintenance visits to ensure that trash receptacle liners are kept in a clean condition. The Contractor must comply with the latest NPDES requirements by implementing Best Management Practices and not allowing any waste or liquid from trash receptacles or liners to enter the storm drains and/or street gutters during the maintenance of trash receptacles and liners. Current requirements are listed in Section III, Discharge Prohibitions at page 12 of the NPDES Permit: (https://www.waterboards.ca.gov/rwqcb4/water_issues/programs/stormwater/municipal/regional_docs/1_Order.pdf). The Contractor must replace all aluminum liners with new or cleaned aluminum liners as required to the satisfaction of the CM. Soiled aluminum liners must be cleaned at Contractor's facility in accordance with all Federal, State, and local regulations. The County may require Contractor to install a County furnished padlock on trash receptacle covers/doors to prevent vandalism.

All liners for manual collection must be properly returned and placed after collection. Liners must not be deposited on the streets, highways, or on adjoining property. The Contractor, its agents, and/or its employees must not throw or drop liners from the truck onto the pavement, or in any other way that may break or damage them.

At the time of collecting waste from each trash receptacle each day, the Contractor must place and secure a plastic bag inside each liner to maintain the clean condition of the aluminum/plastic liners. The plastic bags must be heavy duty and designed to have suitable strength to contain the waste materials therein.

15.8 Entering Private Property

Unless otherwise specified in this Contract or by the order of the CM, the Contractor must conduct all of its activities and operations within the confines of the County's right of way. The Contractor must not allow its employees to use private property for eating, coffee breaks, or any other reason or use water from such property without the written permission of the owner.

16.0 Repair

16.1 Off- and On-site Repair

The Contractor must perform repairs to damaged Bus Stop Amenities within five working days or within a time frame approved by the CM for any damage or vandalism found by the Contractor's employees, agents, or Subcontractors or as directed by the CM. Due to the reason that each bus stop shelter damage is unique, and the repair cost cannot be predetermined, the Contractor must provide County a cost estimate for the repair via e-mail and obtain written approval from the CM before proceeding with the repair. On-site repair of Bus Stop Amenities must be performed at the rates identified in Exhibit 10, Pricing Schedule, Repairs. Off-site repair must be preapproved by the CM prior to removal of Bus Stop Amenities. The Contractor must charge all off-site repair via pass-through costs as specified in Section R, Pass-Through Costs and Additional Work. All damaged amenities must be repaired to the satisfaction of the CM. The Contractor must invoice the repair of the Bus Stop Amenity together with the monthly invoice.

16.2 Repair of Trash Receptacles

The Contractor must repair all leaking or damaged trash receptacles within five working days of oral or written notice from CM or discovered by Contractor's employees, agents, or Subcontractors. In the event that the repairable or damaged trash receptacle cannot be repaired prior to the next scheduled collection, the Contractor may, with the approval of the CM, provide a temporary but acceptable trash receptacle until the Contractor provides a permanent replacement. A trash receptacle is considered acceptable when it has a solid exterior and liner and has a cover or dome to prevent rainwater from getting into the trash receptacle. Failure to comply with this requirement may be grounds for the assessment of liquidated damages specified in Paragraphs 31.0 – 31.4.

16.3 Recordkeeping of Repair and Replacement

The Contractor must maintain a record of all the repaired or replaced amenities. The record must include, but is not limited to, location, type of amenities, date of repair or replacement, and reason for repair or replacement. The Contractor must submit a monthly log specifying, at minimum information defined in Subsection Paragraph 23.2.

16.3.1 Removal, Replacement, Relocation, and Reinstallation

The CM may direct Contractor to perform as-required removal, replacement, relocation, and reinstallation of Bus Stop Amenities. Contractor must diligently complete the work under the requirements set

forth in this Section. All work must be performed in accordance with all applicable laws, ordinances, or other regulations.

17.0 FUEL COST ADJUSTMENTS

The rate adjustment will apply only to the vehicles in the fleet that use gasoline. There will be no adjustment for vehicles that use propane. Rate adjustments for other alternative fuels are subject to CM's approval.

In addition to items 1 and 2 above, the CM may adjust up to 10 percent of the unit rate of compensation set forth in Exhibit 10 (Pricing Schedule), based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County approved website for Diesel (On-Highway) and Gasoline-All Grades (Regular) for California, appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which must be the effective date for any such fuel adjustment.

The percentage change in the fuel price must be obtained using the fuel prices published 3 months preceding the Proposal submission date and the fuel price published 3 months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the unit rate of compensation to establish the adjusted unit rate of compensation in the Pricing Schedule (Exhibit 10). Public Works must be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the Service and the Contractor must provide records pertaining to its fuel costs upon the County's request. The Contractor must immediately notify the County if the Contractor changes from purchasing fuel using market prices to a long-term agreement for fuel purchases.

Following sample data will be used to calculate sample calculation of fuel adjustment:

17.1 Sample Calculations for Purchasing Fuel at Market Prices

Unit Rate from Exhibit 10, Pricing Schedule (Section D.3, Removal of Bus Benches): \$35 per visit

Proposal due date: January 2018

Contract start date: July 2018

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - September 2017	345.02 cents per gallon
Gasoline (Regular) - April 2018	383.23 cents per gallon

Percent change in Gasoline	11.1% increase*
Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of unit rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (11.1\%)$ $= (\$3.50) \times (11.1\%)$ $= \$0.39 \text{ Fuel Adjustment (increase)}$	
Adjusted Unit Rate for July 2018	$\$35.00 + \$0.39 = \$35.39$

17.2 Sample Calculations for Purchasing Fuel Under Long-Term Fuel Supply Agreement

Unit Rate from Exhibit 10, Pricing Schedule (Section D.3, Removal of Bus Benches): \$35 per visit

Proposal due date: December 2017 (Long-Term Fuel Price: \$3 per gallon)

Contract start date: July 2018

Renegotiation of Fuel Price: January 2018 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - December 2017	300.00 cents per gallon
Gasoline (Regular) - January 2018	325.00 cents per gallon
Percent change in Gasoline	8.3% increase*

Adjusted Unit Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (8.3\%)$ $= (\$3.50) \times (8.3\%)$ $= \$0.29 \text{ Fuel Adjustment (increase)}$	
Adjusted Unit Rate for January 2018	$\$35.00 + \$0.29 = \$35.29$

18.0 REMOVAL OF BUS STOP AMENITIES

18.1 The County may request the Contractor to remove Bus Stop Amenities. The Contractor must complete work within five working days or within a time frame approved by the CM and charge for this work at the cost specified in Exhibit 10,

Pricing Schedule, Removal of Bus Stop Amenities. The Contractor must restore vacated premises to their original conditions. All obstructions must be removed, and all holes must be filled with material compatible with existing material.

18.1.1 Emergency Removal or Repair

If the Bus Stop Amenity is totally destroyed due to fire, accident, force of nature, or has potential hazard or damage that presents a safety concern to the public, the Contractor must follow the requirements specified in Paragraph 15.2.2, Report of Hazard or Damage, and perform emergency repair or removal within the allotted time frame as approved by CM. Failure to complete an emergency removal, rendering the condition safe or completion of repairs within the allotted time frame may be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages.

18.2 Replacement

When Bus Stop Amenities are damaged beyond repair or have met their useful life as determined and directed by the CM, the Contractor must replace damaged Bus Stop Amenities with prior written approval from the CM. The Contractor must be responsible for providing all necessary equipment and labor for replacement of Bus Stop Amenities and complete work within five working days or within a time frame approved by the CM at the cost specified in Exhibit 10, Pricing Schedule, Replacement. Unless approved otherwise by the CM, the replacement equipment and/or parts and accessories must be identical to the original design as specified in Attachments 2-6, Specifications and Attachments 7.1-7.14, Drawings. If during the term of this Contract the listed materials for Bus Stop Amenities are no longer commercially available at costs reasonably similar to the costs incurred at time of Bid, the Contractor must submit replacement designs similar to the existing designs along with the cost in writing to the CM for approval.

18.3 Relocation and Reinstallation

The CM may direct the Contractor to remove a Bus Stop Amenity from one County Bus Stop and install it at another County Bus Stop (Relocation). The CM may also direct the Contractor to pick up a Bus Stop Amenity stored in Contractor's own yard or a County of Los Angeles owned facility and install it at a County Bus Stop (Reinstallation). When directed by the CM, the Contractor must:

18.3.1 Relocate or reinstall any Bus Stop Amenity, at the cost specified in Exhibit 10, Pricing Schedule, Relocation, and Exhibit 10, Pricing Schedule, Reinstallation, respectively.

18.3.2 Diligently complete relocation or reinstallation of Bus Stop Amenities. Work must be considered completed when: 1) all installations, assemblies, and electrical connections, if any, are accepted by the CM or County inspector; 2) the amenity is fully functional; and 3) the amenity may be safely used by the public.

18.3.3 Be responsible to energize bus stop shelters using either hard wire or solar panels attached directly to the shelter or to a pole adjacent to the shelter in a method approved by the CM.

18.4 Alternative Bus Stop Amenities

From time to time the County may add new bus stop locations with alternative Bus Stop Amenities. The CM will direct the Contractor to perform as-required installations, removals, relocations, and replacements of alternative Bus Stop Amenities on an on-call basis. The Contractor must perform maintenance for each facility under all Contract requirements for County Bus Stops. The Contractor must perform work for alternative Bus Stop Amenities at the applicable rates indicated in Exhibit 10, Pricing Schedule, unless the Contractor can substantiate a cost difference for the alternative Bus Stop Amenities to the satisfactory of the CM.

19.0 Electrical Work

Electrical repair work for hard-wiring bus stop shelters, if any, must comply with the National Electrical Code requirements. The Contractor must have the right to enter upon and into the bus stop shelters at any reasonable time with its certified electrician for the purposes of any electrical maintenance. The Contractor must advise CM of the need for electrical work and provide a written description and cost of the work to be performed through Pass-Through Cost as specified in Section R, Pass-Through Costs and Additional Work. Work may be performed only with written approval of the CM. All electrical repair work must be reviewed and approved by the CM prior to the beginning of work. If an electrical malfunction occurs, the Contractor must de-energize the shelter and notify the CM immediately. The Contractor must complete all repairs within 24 hours. Failure to comply with this requirement may be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages.

19.1 Electrical Lighting and Solar-Powered Lighting

All bus stop shelters must be illuminated from dusk to dawn. If electrical lights or solar-powered lights are found to be malfunctioning at the time of maintenance, or upon oral or written request from CM, the Contractor must be required to repair or replace electrical or solar-powered lighting with similar lighting within 48 hours or within a time frame approved by the CM. If new batteries are required for solar-powered lighting, the Contractor must recycle the old batteries in accordance with all Federal, State, and local regulations. The Contractor must provide a receipt to ensure that solar panels and apparatus are recycled properly. Failure to comply with this requirement may be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages.

20.0 Performance Requirements

Public Works will make monthly inspections of randomly selected County Bus Stops to ascertain the condition of its amenities. An amenity may be considered in unacceptable condition if one or more of the following conditions are found during the inspection:

- 20.1 Visible graffiti from the street**
- 20.2 An unsightly/significant amount of litter, dust, dirt, or weeds within a 10-foot radius of shelter**
- 20.3 Overflow of trash**
- 20.4 Missing or damaged components of shelter that pose danger to the public**
- 20.5 Exposed electrical wires**
- 20.6 No illumination**
- 20.7 A minimum of 90 percent of the amenities inspected on a quarterly basis must meet the maintenance requirements indicated in Paragraphs 15.0 – 15.8, Maintenance and Waste Collections Specifications. Failure to comply with this requirement must be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages. Before liquidated damages are assessed, the Contractor may provide a written explanation regarding justifiable reasons for the unacceptable condition, such as a community event that took place immediately prior to the inspection.**

21.0 Suppliers

The following is a list of suppliers available for the type of replacement trash receptacles, benches, and shelters required under this Contract. Bus Stop Amenities obtained from any vendors, including those identified in this section, must be provided at the applicable rates in Exhibit 10, Pricing Schedule.

For bus stop shelters, trash receptacles, and benches, the Contractor may contact any of the following:

1. LNI Custom Manufacturing, Inc.
12536 Chandron Avenue
Hawthorne, CA 90250
(310) 978-2000, Fax (310) 978-4000
Contact: Clay Blakely
2. Seating Component
3951 E.Miraloma Avenue
Anaheim, Ca. 92806
(714) 693-3376, Fax (714) 693-3353
Contact: Sonia Biancone
3. SELS USA, Inc.
1710 King Street
High Point, NC 27260-4447
(704) 495-3535 ext 102
Contact: Eddie Patella

Vendors for Solar Light Poles only, the Contractor may contact any of the following:

1. SELS USA, Inc.
1710 King Street
High Point, NC 27260-4447
(704) 495-3535 ext 102
Contact: Eddie Patella

2. Urban Solar Corporation
4211 Commerce Circle
Victoria, British Columbia
V8Z 6N6, Canada
(788) 430-5516
Contact: Jeff Peters

3. All Purpose Manufacturing, Inc.
614 Airport Road
Oceanside, CA 92058
Ph: 760-967-8464
Toll Free: 877-877-8006
Contact: Orlando Vargas

22.0 Title of Improvements

All structures, constructed and maintained by the Contractor upon the County's right of way pursuant to the Contract, must remain the ownership of the County.

23.0 Reports

The Contractor must submit monthly reports along with the invoice electronically. The first monthly report must be due no later than 15 days after the first month, commencing from the first day of operation.

The reports must be submitted via email to Stephen Gee at (626) 458-5959, within 15 days of the end of the previous month or via mail to Los Angeles County Public Works, Transportation Planning and Programs Division, Transit Operations Section, P.O. Box 1460, Alhambra, California 91802-1460, within the same due date as via fax unless otherwise notified by the CM. When Contractor submits monthly reports to the CM such reports must be deemed timely only if delivered or postmarked on or before the due date. If reports are not received in a timely manner, the County may withhold payment on Contractor's invoice until the receipt of the required reports. The person to whom the reports are to be addressed is subject to change. Public Works will notify the Contractor of any such change.

23.1 Monthly Reports

Monthly reports must include the following:

- 23.2** A comprehensive report of all repairs, removals, relocations, and replacements of Bus Stop Amenities at the County Bus Stops. Reports must include service date,

location, reason for service, description of service, and any other information required by the CM.

23.3 A detailed waste disposal report as described under Subsection G.5, Collection, Transportation, and Disposal of Waste, that provides the following information on waste collected from the trash receptacles:

23.3.1 Month and year of reported collection

23.3.2 Total quantity (in tons) of waste collected

23.3.3 Location (route, community, watershed Attachment 12: Los Angeles County Watershed Map), etc.) where the waste was collected

23.3.4 The permitted materials recovery, disposal, or transfer facility where the collected waste was sent (facility name, address, and contact information)

23.3.5 Quantity of collected waste (in tons) recovered/salvaged (i.e., not sent for disposal) by the MRF

23.3.6 Quantity of collected waste (in tons) sent for disposal

23.3.7 Note that total tons collected must equal tons recovered/salvaged plus tons disposed.

23.3.8 Monthly reports containing the above information in a format acceptable to the CM are due no later than 15 days after the last day of the month included in the report. Reports must be signed by an authorized representative of the Contractor. Monthly reports prepared by the Material Recovery Facility containing all of the information above and in a format acceptable to the CM and transmitted by the required date with a letter signed by the Contractor's authorized representative will be acceptable. Failure to submit this report within the allotted time frame may be grounds for the assessment specified in Paragraphs 31.0 – 31.4, Liquidated Damages.

23.4 Bus Stop Inspection checklists completed for all inspected locations. Reports must include inspection date, location, description of safety concern or finding, corrective measures, and any other information required by CM as defined in Paragraphs 15.2 – 15.8, Bus Stop Inspection.

23.5 Solar Lighting Testing Reports

In addition to the regular monthly reports, the Contractor must provide a report every 2 months detailing test results for functionality of all solar-powered lighting equipment.

24.0 SAFETY TRAINING

The Contractor must provide safety training for staff responsible for maintenance and inspections at a minimum of once per year. Safety training must be designed to prepare staff as safety inspectors for all Bus Stop Amenities. Training must cover inspection procedures, including the identification and response to any potential hazard or damage that presents a safety concern to the public.

25.0 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor must establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy must be provided to the CM on this Contract's start date and as changes occur. The plan must include, but not be limited to, the following:

1. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation must be made available as requested by the County during the term of this Contract.
4. The methods for continuing service to the County in the event of a strike of Contractor's employees.

26.0 ADDITIONAL WORK/LOCATIONS

26.1 Additional work/location(s) may be added during the Contract period. Upon request by the CM, the Contractor must provide a written quotation for any additional work/location(s), based on the rates quoted in Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms), using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor will be paid for additional work/locations at the rates on Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms), Pricing Schedule. The CM may authorize the Contractor to perform additional work when the need for such work arises out of unforeseen incidents, such as vandalism acts of God, third party negligence, or other unforeseen needs, such as transient activity at County Bus Stops. Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the CM, the additional work/location(s) may be added to the Contract.

26.2 All additional work/services provided herein must commence on the specified date established. The Contractor must proceed diligently to complete said work within the time allotted.

The County reserves the right to add or delete a County Bus Stop location and to change the frequency of the maintenance at any of the County Bus Stops at any time during the Contract term at the sole discretion of the County as directed by the CM in writing through a change order. The Contractor must maintain and identify its current inventory of locations served in their monthly invoices.

27.0 PASS-THROUGH

27.1 County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service resulting from accident, storm, neglect, or other causes that are beyond the control of the Contractor and have not been

identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor must present the required Statement of Work to be performed and the cost to the CM for consideration. The Contractor must obtain CM's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs must include all supporting documentation of costs, approvals, and copies of vendor invoices. The Contractor must submit an invoice with attached applicable receipts for a particular job without markups. The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation at the negotiated hourly rates. Upon CM's negotiation and prior written approval, the Contractor must perform the additional services.

28.0 SPECIFIC WORK REQUIREMENTS

Some examples of work that could be eligible for pass-through costs are as follows:

- Off-site repair of Bus Stop Amenities
- Modify or retrofit Bus Stop Amenities
- Add innovative features in accordance with transit needs or technological development. (i.e., Install real-time bus arriving information display, information booth, or other power source that conserves energy to operate shelters)

The County will allow the Contractor to pass-through the amounts necessary to cover the following specific items only if the County has authorized the work in writing prior to the Contractor's initiation of work for the item(s). Claims for payment of pass-through costs must include all supporting documentation of costs, approvals, and copies of vendor invoices for specific items authorized by the County no greater than a 15 percent mark-up of material and equipment. In order to be eligible for pass-through costs for items not specifically mentioned in Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms), the Contractor must present the required scope of repairs to the CM, and the CM must approve the repairs in writing prior to the work commencing.

29.0 GREEN INITIATIVES

29.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

29.2 Contractor must notify County's CM of Contractor's new green initiatives prior to the Contract commencement.

30.0 GRATUITIES

30.1 Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor must not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a

County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

- 30.2** A Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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.
- 30.3** Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- 30.4** Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 8.42 Termination/Suspensions for Improper Consideration of Appendix A (Contract).

31.0 LIQUIDATED DAMAGES

- 31.1** In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages will be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- 31.2** The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - 31.2.1** All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - 31.2.2** The parties are both experienced in the performance of the Contract work.
 - 31.2.3** The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
 - 31.2.4** The parties are not under any compulsion to Contract.
 - 31.2.5** The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - 31.2.6** It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.

- 31.2.7** The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 31.3** The Contractor will pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by the CM.
- 31.4** In addition, to the above, Public Works may use Attachment 1, Performance Requirements Summary (PRS) Chart, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Statement of Work, Liquidated Damages, and the Performance Requirements Summary (Attachment 1), the higher service level in the judgment of Public Works will prevail.

32.0 FEDERALLY FUNDED WORK

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

- 32.1** For federally funded work, the CM will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.
- 32.2** If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The CM will notify the Contractor of their negative standing in the SAM. The CM will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the CM when the Contractor has corrected their negative

standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

- 32.3** If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.
- 32.4** The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in the Contract, including Exhibits A and Attachments, inclusive, of this Contract and this PRS, the Contract, Exhibits A and Attachments will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in the Contract, Exhibits A and Attachments, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in the Contract, including Exhibits A and Attachments, inclusive, of this Contract and this PRS, the Contract, Exhibits A and Attachments will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in the Contract, Exhibits A and Attachments, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor must certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review as required by the Contract. Employees who <u>do not</u> pass or are not certified must be immediately removed.	\$100 per employee per day who is not certified as passing the background check; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Training Program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in the Contract, including Exhibits A and Attachments, inclusive, of this Contract and this PRS, the Contract, Exhibits A and Attachments will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in the Contract, Exhibits A and Attachments, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Maintain Knowledge of Safety Requirements	Understands the standards for safe practices related to the work.	\$50 per employee, per occurrence in which employee exhibits lack of understanding of standards.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor must notify the County in writing of any change in name or address of the Project Manager.	\$50 per change in Project Manager name or address where County is not notified.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per day complaint(s) not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per shift or per period as outlined by Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in the Contract, including Exhibits A and Attachments, inclusive, of this Contract and this PRS, the Contract, Exhibits A and Attachments will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in the Contract, Exhibits A and Attachments, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per day in which Safety Official exemplifies failure to enforce Program/Practices.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence Contractor is warned; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day per employee; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in the Contract, including Exhibits A and Attachments, inclusive, of this Contract and this PRS, the Contract, Exhibits A and Attachments will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in the Contract, Exhibits A and Attachments, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

P:\broadpub\Service Contracts\CONTRACT\Victoria\TRANSITSTOP NORTH & SOUTH\2025 NORTH REBID\RFP - North County\01 RFP\04.1_ Exhibit A_Attachment 1_Performance Requirements Summary 3.26.26.docx

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SPECIFICATIONS FOR NORTH COUNTY SOLAR-POWERED BUS STOP SHELTER STRUCTURE (WITH PSA PANELS & WITH NO PSA PANELS)

Welding:

1. All structural shop welds shall be done by electric shielded arc process. Field welds shall be performed by welders certified or approved by the County of Los Angeles and inspected by the Project/Office Engineer. All steel welding shall conform to the latest edition of American Welding Society Standard D1.1. Electrodes shall conform to the latest edition of American Welding Society Standard A5.1, class E70XX (Low Hydrogen).
2. All steel components must be galvanized and welded in accordance with America Welding Society (AWS) D1.1. All aluminum welding shall conform to the latest edition of American Welding Society Standard A5.10, class ER-4043.

Structural Materials:

Extruded aluminum members shall be aluminum 6063-T5 or better. Structural steel shall conform to American Society and Material (ASTM) A-36, minimum yield strength of 36,000 psi or of equal/better strength which are readily available. Structural tubing shall have rounded edges and conform to ASTM A501 or A-53 Grade B. All structural framing members and mullions shall be 1-piece seamless extruded tubes of aluminum 6061-T6 or 6063-T5 alloy.

Durability:

Shelters shall be designed to withstand minimum dead loads of 40 psf and minimum wind loads of 75 mph or that required by the latest edition of the Los Angeles County Building Code. Shelters must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, and bright sunlight.

Paint:

Shelter frame color shall be black. Paint must be applied with baked polyurethane or powder coated finish. All exposed steel and iron components shall be shop galvanized and powder coated after welding and assembly.

SPECIFICATIONS FOR NORTH COUNTY SOLAR-POWERED BUS STOP SHELTER STRUCTURE (WITH PSA PANELS & WITH NO PSA PANELS)

Structure:

Below is the approximate description and dimensions of the bus stop shelter (equivalent dimensions will be accepted):

1. Style: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13, or Department approved equal.
2. Shape: Peak Spanish style roof, with the shelter layout based approximately on the designs shown on Exhibit H.2.1 for shelters **with PSA panels** and shown on Exhibit H.1.1 for shelters **with no PSA panels**.
3. Roof material: Shall be chemically treated to prevent the accumulation of dirt and dust. Roof tile shall be fire-resistant, with Class A rating. Roof tile shall have Spanish style roof tile profile.
4. Roof dimensions: approx. 13'-8" x 5'-0" (with no PSA panels) or approx. 13'-8" x 5'-8" (with PSA panels). The height of roof shall be approximately 1'-6" from peak to base of roof perimeter and the length of peak of roof shall be approximately 9'-8".
5. Roof type: Peak Spanish style tile roof. Roof design shall also include two horizontal conduits, one to be used as a gutter and the other will house the electric wiring and serve as a conduit that supports electronic message display device if applicable. Roof style for said shelter is High Peak Roof.
6. Height of shelter: 8'-4" (approx. height to ceiling).
7. Width of shelter: 5'-0" **with no PSA panels** or 5'-8" **with PSA panels**. Edge of shelter overhang shall be a minimum of 2'-6" away from edge of sidewalk. Distance between the front and back columns of the right-side panel (facing the shelter from the street) shall be 3'-0" on center, and left-side panel (facing the shelter from the street) shall be 4'-3" on center as shown on Exhibit H.2.2 and Exhibit H.2.3 for shelters **with PSA panels**, and distance between the front and back columns shall be 3'-0" on center as shown on Exhibit H.1.2 and Exhibit H.1.3 for shelters **with no PSA panels**.
8. Decorative iron frame: All three sides of these shelters shall have perforated decorative panels as shown on Exhibit H.1.4, or other panel designs approved by the Engineer, that blend aesthetically with the surrounding community and will protect patrons from the inclement

SPECIFICATIONS FOR NORTH COUNTY SOLAR-POWERED BUS STOP SHELTER STRUCTURE (WITH PSA PANELS & WITH NO PSA PANELS)

weather. Perforated hole diameter for the side and back panels shall be 16 gauge steel with ¼" holes spaced 3/8" apart (center to center).

9. Two-sided Public Service Announcement (PSA) Panel: Two-sided panel, if used, will be placed along one side of the shelter that is not facing the oncoming traffic, as shown on the sketch, to post public service announcements. Each panel shall hold poster with a display area of 46" wide x 67" long and an overall size of 47" wide x 70" long. The frame of the panel shall be welded to the structure and panel shall have a locking mechanism for securing and replacement of posters.
10. Glass or Glazing: Materials used for PSA panels placed against advertisements shall be a minimum thickness of three-eighths (3/8) of an inch clear or tinted tempered safety glass, same thickness of glazing clear or bronze tinted acrylic, polycarbonate, or mar-resistant polycarbonate, or better material approved by the DIRECTOR. At locations experienced with high vandalism, acrylics plastic panel may be used. Optional glazing frames shall be jointed with continuous extruded PVC dry set tubes.
11. All fasteners shall be concealed or vandal-resistant.
12. The shelters are to be anchor bolted to the sidewalk at a minimum of 3" deep into concrete sidewalk with vandal resistant hardware to prevent accidents, vandalism or theft.

Installation of Solar Lighting System (integrated into bus shelter):

1. Solar Panel array shall be 40 watts (W) and consist of Mono or Polycrystalline silicon cells with voltage at peak power of 17 volts (V). Current power shall be 2.36 Amps (A). The solar panel shall have a minimum of a ten-year warranty.
2. Enclosed Power Unit (EPU): The EPU shall be constructed of .090 aluminum or Department approved equal. The solar panel shall be fastened to the EPU using vandal-resistant hardware. The battery, system controls, and Direct Current (DC) inverter ballast shall be housed in the EPU. The EPU shall have a minimum of a ten-year warranty.
3. Solar Lighting Controller: The solar lighting controller shall be protected with a 20A fuse. The fuse shall be in a sealed, weather-resistant holder. The controller shall have a minimum of a five-year warranty.
4. Run Operation for Illumination: Lighting will be on from dusk to dawn.

SPECIFICATIONS FOR NORTH COUNTY SOLAR-POWERED BUS STOP SHELTER STRUCTURE (WITH PSA PANELS & WITH NO PSA PANELS)

5. Transformer: The transformer shall be matched to the lamp. The transformer shall have a minimum of a five-year warranty.
6. Luminaire: The luminaire shall consist of a Light Emitting Diode (LED) lamp unit with SOL Max-Lite reflector or Department approved equal that provides a minimum average of 0.9 foot-candle (fc) from grade level inside the bus stop shelter. Lamp shall have an average life of a minimum of 100,000 lamp hours and shall be maintenance free. The LED lamp shall be embedded in a platform as one unit for convenience. The reflector shall be constructed of polycarbonate to protect against severe impact and vandalism and shall be mounted to the ceiling with vandal-resistant hardware. The reflector shall be warranted for the life of the system.
7. Battery: The battery shall be Gel-Tech Type, 12 V sealed valve regulated gel cell rated for a minimum of 32 amp-hours at the 100-hour rate or Department approved equal. The battery of the nonadvertising bus stop shelter, when fully charged, shall have a minimum of 72 hours reserve capacity for the overall system. The battery must be maintenance free and use no water and shall have a minimum of a five-year prorated warranty.
8. Self-Test: For ease of maintenance, the system shall be capable of activation during the day via a locking switch or other similar device to test if the system is functioning. Activation of the self-test switch must be possible without opening the EPU or luminaire.
9. Powder Coating: All exterior aluminum components shall be powder coated.
10. Original Manufacturers Specification Sheets: Specification sheets must be provided for all components and the contractor must provide information showing that all products provided conform to our specifications.
11. Drawings: Working drawings showing all systems listed above and their attachment to the shelter must be provided.
12. Solar panel orientation: A platform designed to hold the solar collector is an integral part of the roof design. The platform is designed to pivot and lock into place so that the collectors receive optimum contact with the sun by pointing to the south no matter which direction the shelter is installed in. The pole is installed to rise perpendicular to the roof and is to be powder coated the same color as the roof fascia. Roof style for said shelter is High Peak Roof.

SPECIFICATIONS FOR NORTH COUNTY SOLAR-POWERED BUS STOP SHELTER STRUCTURE (WITH PSA PANELS & WITH NO PSA PANELS)

Street furniture:

Shelters will have a minimum clearance of 42 inches from any fixed object or other obstruction (i.e., street lights, power poles, trees, face of curb etc.) except for a building or other structure located on private property.

ADA Requirements:

1. Shelters, benches, and trash receptacles shall be in compliance with the Americans with Disabilities Act (ADA) of 1990 and all other applicable State and Federal accessibility laws, whichever is more stringent.
2. To the maximum extent allowed by legal or site constraints, bus stop pads shall have a clear length of 96 inches minimum measured perpendicular to the curb or vehicle roadway edge and a clear width of 60 inches minimum measured parallel to the curb or vehicle roadway edge as shown on Exhibit H.3.
3. There must be a minimum clear floor area of 30 inches by 48 inches within the bus stop shelter. Accessible path of travel must be at least 48 inches wide.
4. The minimum turning space required for a 90-degree turn for a person in a wheelchair from a 36-inch path into another 36-inch path must be at least 36 by 84 inches.
5. All traffic control, installation, and other work performed under this contract must be in compliance with the ADA and its accessibility guidelines.

Other Requirements:

1. Drawings and Calculations: Mechanical drawings and calculations showing method of installation, material to be used, wind loads, and all necessary details must be submitted and approved by Public Works before installation of any systems are allowed. Contractor must also submit calculations showing the solar energy will adequately provide the electricity required in these specifications.
2. Permits: Contractor shall obtain all permits necessary for the work (i.e. Excavation permits, Encroachment permits, etc.), all of which shall be paid at Contractor's own expense.

SPECIFICATIONS FOR NORTH COUNTY SOLAR-POWERED BUS STOP SHELTER STRUCTURE (WITH PSA PANELS & WITH NO PSA PANELS)

3. Traffic Control: Contractor shall be responsible for setting traffic control at all project sites in compliance with the latest edition of Manual on Uniform Traffic Control Devices issued by the Federal Highway Administration.
4. Workmanship: All construction shall conform to the latest edition of Standard Specifications for Public Works Construction; all work and workmanship found to be substandard or inadequate by Public Works shall be corrected at no cost to the County.

**SPECIFICATIONS FOR
NON-ADVERTISING BUS STOP BENCH
WITH BACK SUPPORT AND ARMREST**

General Requirement:

- 1- The benches are to be anchor-bolted to the sidewalk at a minimum of 3-inches deep into the concrete sidewalk with vandal-resistant hardware to prevent accidents, vandalism, or theft.
- 2- The benches must be powder-coated to facilitate graffiti abatement and routine maintenance.
- 3- The installation of the benches must be in compliance with the Americans with Disabilities Act (ADA) and its accessibility guidelines.

Below is the approximate description and dimensions of the bench:

- Shape: The overall contour and design shall be similar to that shown in Exhibit H.4.
- Dimensions: 6'-1" x 2'- 1/16" x 1'.
- Seating surface: 6' with 3 Anti-Vagrant Bars, 3/8" steel flat bars
- Fasteners: 1/2" – 13 Wedge Anchors or County approved equal.
- Finish: Stainless Steel or White Aluminum.
- Style: (50) Modern City Bench or similar to LNI Aurora Series Model BL-6 Bench, Du Mor Bench 58, or Public Works approved equal.
- Color: Black.

**SPECIFICATIONS
FOR
A TRASH RECEPTACLE
WITH ALUMINUM LINER AND KEY-LOCKING DOME TOP**

1. Style: 36-Gallon Plaza Trash Receptacle or LNI Aurora Series Model TC-32, Seating Component Model 32 CLTRID, Du Mor Receptacle 84, or Public Works approved equal.
2. Shape: Approximate the design shown in Exhibit H.5.
3. Nominal capacity: 36 gallons.
4. Color: Black
5. Outside frame is mild steel bar frame with steel dome ~~made of steel slats with aluminum liners that sit inside to contain trash.~~
6. Mounting ½" – 13 Wedge Anchors. Floor mounting with steel angle plates (L-bracket) approximately 2" x 2" or equivalent with a hole for anchoring ½" stainless zinc Hilti anchors into the concrete at a minimum of 3-inches deep to secure receptacle to concrete pad or sidewalk firmly.
7. Placement of Trash Receptacle: Minimum clear distance of 42-inches to any other fixed object as shown in Diagram-6A for bus stop with concrete improvement and Diagram-6B for bus stop without concrete improvement.
8. The trash receptacle shall be placed at least 1' – 6" away from the back of the curb and 1' away from the back of curb.
9. Orientation of a Trash Receptacle:
A trash receptacle should always be placed on the right side of the bus stop. The right side of the bus stop is determined by standing at the bus stop and facing the street. A trash receptacle may not be placed differently due to existing objects or geographic constraints without Director/Designee consent.
10. Dome or rain bonnet shall be mounted on top of trash receptacle. The dome or rain bonnet must be firmly secured with locking ring or hinges to the outside frame of the trash receptacle to prevent unauthorized removal of the dome or the inner drum. Dome or rain bonnet and outside trash receptacle frame must have lock hasps for padlock. Contractor will not be responsible for providing padlock.
11. The aluminum liner must be secured with a chain or high tensile strength wire to the frame of the trash receptacle or secured in an alternative way acceptable to Director/Designee to prevent unauthorized removal of the liner.

**SPECIFICATIONS
FOR
A TRASH RECEPTACLE
WITH ALUMINUM LINER AND KEY-LOCKING DOME TOP**

12. Entire assembly must be powder coated to resist corrosion and weathering.
13. **ADA Requirements:** Trash receptacles shall be installed in compliance with the Americans with Disabilities Act (ADA) of 1990 and all other applicable State and Federal accessibility laws, whichever is more stringent.

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**SPECIFICATIONS
FOR
SOLAR POWERED LIGHT POLE
(FOOTHILL TRANSIT BUS STOPS)**

EQUIPMENT SPECIFICATION:

- 1) Style: Model No. 04-01-A manufactured by All Purpose Manufacturing, Inc., or Public Works approved equal.
- 2) Solar Panel: The width and length of the solar panel, including frame, shall have a dimension range from 16 to 36 inches that consist of a minimum area of 400 square inches. The solar panel shall have a minimum output of 25 watts (W) during the peak charging time of 1 p.m. The panel shall consist of Mono or Polycrystalline silicon cells with by-pass diodes to keep broken and/or shaded sections from interfering with the output of the functioning sections. The solar panel must be protected from Ultra Violet rays and shall have a minimum of a ten-year warranty from output degradation below 25W at peak charging time and panel deterioration. Bidders must submit supporting electrical power calculation for review.
- 3) Battery: The battery for the solar light pole, when fully charged, shall have a reserve capacity sufficient to provide the required illumination for a minimum of three days while operating 14.5 hours per day without any solar charging. The battery shall be valve regulated, 12 Volts (V) nominal and rated at least 20 Ampere-Hours (AH) at the 20-hour rate. The battery shall be maintenance free, use solid or gelled electrolyte, and shall have a minimum of a five-year prorated warranty.
- 4) Electrical wiring and connections: Power conductors connecting the solar panel, charge controller, battery, light controller, and luminaire assembly shall be copper with a minimum capacity of stranded No. 14 American Wire Gauge (AWG). All exposed metallic surfaces from the solar panel frame to the pole shall be grounded with a minimum No. 14 AWG copper conductor that is bonded to a suitably ground rod or a grounding plate. All other signal and control wiring shall be copper, and may range from No. 16 to No. 20 AWG. Connectors shall be waterproof. Circuit board and electronic components shall be conformal coated.
- 5) Light Emitting Diodes (LED): High intensity white LED lamp unit or Public Works approved equivalent that provides a minimum of 2.0 foot candles (fc) of light, above ambient light levels, for the illumination area when measured at the

**SPECIFICATIONS
FOR
SOLAR POWERED LIGHT POLE
(FOOTHILL TRANSIT BUS STOPS)**

ground. Luminaire shall have a minimum of four LEDs per luminaire assembly. Each LED shall have an average life of 100,000 lamp hours and will require minimal maintenance. The luminaire shall be embedded in a platform as one unit for convenient replacement. If 25 percent of the LEDs in the luminaire assembly quit working, a minimum of 1.3 fc of light above ambient light levels, shall still be provided. The luminaire should be adjustable by turning it a minimum 180 degrees away from the solar panel's orientation to maximize sun exposure and flexibility of lighting area. The luminaire assembly shall have a lens/diffuser as the outer most protective covering. The lens/diffuser shall be constructed to endure severe impact and vandalism and shall be mounted with vandal-proof hardware. The lens shall be shatter resistant and have a minimum of a one-year warranty.

- 6) Enclosed Power Unit (EPU): The EPU shall be constructed of corrosion-resistant aluminum covered by the solar panel and shall be weather-resistant and fastened to the pole using tamperproof security hardware. The EPU shall be equipped with a lockable housing area so that the battery, system controller, and DC inverter ballast are secured within the housing area. The EPU shall have a minimum of a ten-year warranty.
- 7) Solar Lighting Controller: The solar lighting controller must have a "Low Voltage Dropout" setting, or features approved by Public Works, to disconnect all outputs at a certain battery voltage in order to avoid the battery from being discharged fully, harming the battery's recharging ability, and shorting its life. The controller must be protected with a fuse that is sealed inside the EPU. The controller shall have a minimum of a five-year warranty.
- 8) Self-Test: The system shall be equipped with a self-test switch. Activation of the self-test switch must be possible without opening the EPU.
- 9) Pole: Shall be a round 120-inch long, 2-inch-diameter, steel pole, or Public Works approved equivalent, with solar panel and battery enclosure unit mounted at the top of the pole. Exhibit H.7 shows the approximate design.
- 10) Transit Schedule Display Unit: Models manufactured by Transit Information Products (www.transitproducts.com) or Public Works approved equal.

**SPECIFICATIONS
FOR
SOLAR POWERED LIGHT POLE
(FOOTHILL TRANSIT BUS STOPS)**

- 11) Paint: Solar light poles must be painted silver. Paint must be applied with a baked polyurethane finish. All exterior aluminum components shall be polyurethane powder coated.
- 12) Transit Schedule Display Unit: Two display unit designs are required to accommodate Foothill Transit's maps and schedules. The Type I design is shown in Exhibit H.9 and the Type II design is shown in Exhibit H.10. Both are described on the following pages:

Type	Quantity	Overall size (Diametric width x Height)	Display size (Diametric width x Height)	Graphic Insert size (Width x Height)
I	59	8 1/4" x 24"	8" x 14" (24" perimeter)	24 5/8" x 15 5/8"
II	16	8 1/4" x 32"	8" x 22" (24" perimeter)	24 5/8" x 22 3/4"

Units must be aluminum carousels mount directly onto any pole with a diameter of between 1.75 inches to 3.2 inches. The carousel must rotate freely on dual bearings so that the maps and schedules may be fully readable by a stationary observer. Bearings shall be constructed of outdoor-grade materials with stainless steel ball bearings that will not rust, corrode, or require any maintenance, upkeep, or lubrication. A note must be attached to the carousel indicating that the carousel can be rotated. End caps must be smoothly rounded, painted blue using a color code of DU 2268 paint, and shall be alodine dipped prior to polyurethane powder coating to maximize paint life. Display window shall have no seams or obstructions, and shall offer 360 degrees of unobstructed viewing area, and shall be suitable for long-term exposure to the weather, UV rays, and the outdoor elements. The display area shall be covered with a 1/8-inch thick clear abrasion resistant polycarbonate panel for clear display and protection purposes. The unit must have sufficient space between the display surface of the cube and acrylic panel to accommodate a Foothill Transit bus schedule insert with measurements as stated above. All mounting hardware shall be included.

All parts and components of the unit shall be fabricated from weatherproof materials that are suitable for long-term outdoor exposure. Product shall be of durable and vandal resistant design, suitable for long-term use in a public

**SPECIFICATIONS
FOR
SOLAR POWERED LIGHT POLE
(FOOTHILL TRANSIT BUS STOPS)**

transit environment. All corners shall be smoothly rounded for maximum public safety. Product shall have the capacity to display stainless steel ADA compliant braille and tactile information.

The purpose of the end caps are to restrict the placement of refuse in between the unit body and the mounting rail, retain the polycarbonate display panel, and to allow drainage while denying access to the inserts behind the display panels. The unit must be secured with vandal resistance screws to avoid insert from being removed easily, while allowing the replacement of insert with no major disassembly of the unit.

An example of a Type I unit may be viewed at the bus stop located on the south side of Huntington Drive east of Mountain Avenue in the City of Monrovia, and an example of a Type II unit may be viewed on west side of Mountain Avenue south of Huntington Drive in the City of Monrovia.

13) Durability:

- a. Solar light poles shall be designed to withstand minimum wind loads of 75 mph.
- b. Solar light poles must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, bright sunlight, and earthquakes.
- c. All parts and components shall be secured with tamperproof security hardware.

14) Performance Guarantees:

- a. Run Operation: Lighting will be from dusk to dawn.
- b. Operating Range: Temperature range shall be from -40 degrees Fahrenheit to +176 degrees Fahrenheit (-40 degrees Celsius to +80 degrees Celsius). Humidity operating range shall be from 20 percent to 90 percent humidity.

**SPECIFICATIONS
FOR
SOLAR POWERED LIGHT POLE
(FOOTHILL TRANSIT BUS STOPS)**

- c. Illumination Area: The area illuminated by the light shall be a minimum of a five-foot-diameter circular area on the ground when the light source is ten feet above the ground.
- d. Original Manufacturer's Specification Sheets: Original Manufacturer's Specification Sheets must be provided for all components of the solar light poles.
- e. Warranty: The overall integrity of the system shall have a minimum of a two-year warranty.

INSTALLATION REQUIREMENTS:

- 1) Base: The solar light poles are currently embedded with 3-foot depth of foundation. In the event of replacement, relocation, or reinstallation, contractor shall install the solar light poles using the surface-mount method with structural calculations approved by the Director/Designee and restore sites in original condition.
- 2) Placement: As shown on Exhibit H.11, the solar light pole must be placed on the right-hand side of the bus shelter when facing the bus shelter from the street or at either side of the bus stop sign pole if there is no bus shelter. Depending on the terrain of each site, the solar light pole must be installed as close as possible to the edge of curb, but no less than 30 inches perpendicular from the edge of curb (36 inches from face of curb) to avoid obstructing the bus path while still allowing adequate clearances for wheelchair access. Alternate locations must be reviewed and approved by Public Works.
- 3) Mounting of Schedule Display Unit: The top of the transit schedule display unit shall be mounted 5 feet 0 inches +/- 1/2 inch above the ground so that the information displayed is fully accessible by persons in wheelchairs.
- 4) Orientation: The solar panel must be oriented to face south to southwest to provide solar charging capacity sufficient to meet all requirements noted herein during the shortest daylight periods of the year.
- 5) Underground Utility: Contractor must verify and avoid conflicts with underground utilities, if any.

**SPECIFICATIONS
FOR
SOLAR POWERED LIGHT POLE
(FOOTHILL TRANSIT BUS STOPS)**

- 6) Mechanical Drawings: Mechanical drawings showing method of installation, material to be used, and all necessary details must be submitted and approved by Public Works before installations of any systems are allowed.
- 7) Permits: Contractor shall obtain all permits necessary for the works (i.e. Excavation permits, Encroachment permits, etc.), all of which shall be paid at contractor's own expense.
- 8) Traffic Control: Contractor shall be responsible for setting traffic control at all project sites in compliance with the latest edition of the Manual on Uniform Traffic Control Device issued by the Federal Highway Administration.
- 9) Workmanship: All construction shall conform to the latest edition of the Standard Specifications For Public Works Construction; all work and workmanship found to be substandard or inadequate by Public Works shall be corrected at no cost to the County.
- 10) American Disabilities Act: All traffic control, installation, and other works performed under this contract must be in compliance with the American with Disabilities Act of 1990 (ADA). Light poles must only be installed a minimum of 36 inches from the face of curb and 42 inches on either side of an obstruction.
- 11) Prior to acceptance of the solar light pole and its installation by Public Works, the functionality of the solar light pole shall be demonstrated. The functionality will include illumination area measurements, luminaire output, battery charging capacity, and battery storage capacity at each site.

**SPECIFICATIONS
FOR
SOLAR-POWERED LIGHT POLE
(METRO BUS STOPS)**

EQUIPMENT SPECIFICATIONS:

- 1) Style: Model No. PV-STOP manufactured by Urban Solar Corporation, or Public Works approved equal.
- 2) Solar Panel: The width and length of the solar panel, including frame, shall have a dimension range from 16 to 36 inches that consist of a minimum area of 400 square inches. The solar panel shall have a minimum output of 25 watts (W) during the peak charging time of 1 p.m. The panel shall consist of Mono or Polycrystalline silicon cells with by-pass diodes to keep broken and/or shaded sections from interfering with the output of the functioning sections. The solar panel must be protected from UV rays and shall have a minimum of a ten-year warranty from output degradation below 25W at peak charging time and panel deterioration. Bidders must submit supporting electrical power calculation for review.
- 3) Battery: The battery for the solar light pole, when fully charged, shall have a reserve capacity sufficient to provide the required illumination for a minimum of three days while operating 14.5 hours per day without any solar charging. The battery shall be valve regulated, 12 Volts (V) nominal and rated at least 20 Ampere-Hours (AH) at the 20-hour rate. The battery shall be maintenance free, use solid or gelled electrolyte, and shall have a minimum of a five-year prorated warranty.
- 4) Electrical wiring and connections: Power conductors connecting the solar panel, charge controller, battery, light controller and luminaire assembly shall be copper, a minimum capacity of stranded No. 14 American Wire Gauge (AWG). All other signal and control wiring shall be copper, and may range from No. 16 to No. 20 AWG. All exposed metallic surfaces from the solar panel frame to the pole shall be grounded with a minimum No. 14 AWG copper conductor that are bonded to a suitably ground rod or a grounding plate. Connectors shall be waterproof. Circuit board and electronic components shall be conformal coated.
- 5) Light Emitting Diodes (LED): High intensity white LED lamp unit or Public Works approved equivalent that provides a minimum of 2.0 foot candles (fc) of light, above ambient light levels, for the illumination area when measured at the ground. Luminaire shall have a minimum of four LEDs per luminaire assembly. Each LED shall have an average life of 100,000 lamp hours and will require minimal maintenance. The luminaire shall be embedded in a platform as one unit for convenient replacement. If 25 percent of the LEDs quit working, a minimum of 1.3 fc of light, above ambient light levels, shall still be provided.

**SPECIFICATIONS
FOR
SOLAR-POWERED LIGHT POLE
(METRO BUS STOPS)**

The luminaire should be adjustable by turning it a minimum of 180 degrees away from the solar panel's orientation to maximize sun exposure and flexibility of lighting area. The luminaire assembly shall have a lens/diffuser as the outermost protective covering. The lens/diffuser shall be constructed to endure severe impact and vandalism and shall be mounted with vandal-proof hardware. The lens shall be shatter-resistant and have a minimum of a one-year warranty.

- 6) Enclosed Power Unit (EPU): The EPU shall be constructed of corrosion-resistant aluminum covered by the solar panel and shall be weather-resistant and fastened to the pole using tamperproof security hardware. The EPU shall be equipped with a lockable housing area so that the battery, system controller, and DC inverter ballast are secured within the housing area. The EPU shall have a minimum of a ten-year warranty.
- 7) Solar Lighting Controller: The solar lighting controller must have a "Low Voltage Dropout" setting, or features approved by Public Works, to disconnect all outputs at a certain battery voltage in order to avoid the battery from being discharged fully, harming the battery's recharging ability and shortening its life. Controller must be protected with a fuse that is sealed inside the EPU. The controller shall have a minimum of a five-year warranty.
- 8) Self-Test: The system shall be equipped with a self-test switch. Activation of the self-test switch must be possible without opening the EPU.
- 9) Pole: Shall be a round 120-inch-long, 2-inch-diameter, steel pole, or Public Works approved equivalent, with solar panel and battery enclosure unit mounted at the top of the pole. Exhibit H.7 shows the approximate design.
- 10) Paint: Solar light poles must be painted silver. Paint must be applied with a baked polyurethane finish. All exterior aluminum components shall have polyurethane powder coating.
- 11) Transit Schedule Display Unit: Models for Metropolitan Transportation Authority (Metro) shall be manufactured by Laird Plastics [Tel: (718)257-4444].
 - a) The unit shall be a rectangular metal cube that is approximately 23-³/₈ inches high x 8 inches wide x 7 inches long. Approximate designs shown on Exhibit H.8. Display surface must be covered with transparent acrylic panel for clear display and protection purposes. The four display surfaces will be 22-¹/₈ inches high x 5-⁵/₈ inches wide. The unit must have sufficient space between the display surface and acrylic panel to accommodate a

**SPECIFICATIONS
FOR
SOLAR-POWERED LIGHT POLE
(METRO BUS STOPS)**

Metro insert that is 23-¹/₈ inches high x 6-⁵/₈ inches wide. The panels must be secured by vandal-resistant screws to safely keep inserts inside the panel. A sample of a Metro display unit may be viewed at the bus stop located on eastbound Cesar Chavez Avenue at nearside of Virgnes Street in Los Angeles.

12) Durability:

- a. Solar light poles shall be designed to withstand minimum wind loads of 75 mph.
- b. Solar light poles must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, bright sunlight, and earthquakes.
- c. All parts and components shall be secured with tamperproof security hardware.

13) Performance Guarantees:

- a. Run Operation: Lighting will be from dusk to dawn.
- b. Operating Range: Temperature range shall be from -40 degrees Fahrenheit to +176 degrees Fahrenheit (-40 degrees Celsius to +80 degrees Celsius). Humidity operating range shall be from 20 percent to 90 percent humidity.
- c. Illumination Area: The area illuminated by the light shall be a minimum of a 5-foot-diameter circular area on the ground when the light source is 10 feet above the ground.
- d. Original Manufacturer's Specification Sheets: Original Manufacturer's Specification Sheets must be provided for all components of the solar light poles.
- e. Warranty: The overall integrity of the system shall have a minimum of a two-year warranty.

INSTALLATION REQUIREMENTS:

**SPECIFICATIONS
FOR
SOLAR-POWERED LIGHT POLE
(METRO BUS STOPS)**

- 1) Base: Contractor shall replace, relocate, or reinstall solar light pole with surface-mount method with supporting structural calculations approved by the Director/Designee before work commences.
- 2) Placement: As shown on Exhibit H.11, the solar light pole must be placed on the right-hand side of the bus shelter when facing the bus shelter from the street or at either side of the bus stop sign pole if there is no bus shelter. Depending on the terrain of each site, the solar light pole must be installed as close as possible to the edge of curb, but no less than 30 inches perpendicular from the edge of curb (36 inches from face of curb) to avoid obstructing the bus path while still allowing adequate clearances for wheelchair access. Alternate locations must be reviewed and approved by Public Works.
- 3) Mounting of Schedule Display Unit: The top of the transit schedule display unit shall be mounted 5 feet 0 inches +/- ½ inch above the ground so that the information displayed is fully accessible by persons in wheelchairs.
- 4) Orientation: The solar panel must be oriented to face south to southwest to provide solar charging capacity sufficient to meet all requirements noted herein during the shortest daylight periods of the year.
- 5) Underground Utility: Contractor must verify and avoid conflicts with underground utilities, if any.
- 6) Mechanical Drawings: Mechanical drawings showing method of installation, material to be used, and all necessary details must be submitted and approved by Public Works before installation of any systems are allowed.
- 7) Permits: Contractor shall obtain all permits necessary for the work (i.e. excavation permits, encroachment permits, etc.), all of which shall be paid at Contractor's own expense.
- 8) Traffic Control: Contractor shall be responsible for setting traffic control at all project sites in compliance with the latest edition of Manual on Uniform Traffic Control Devices issued by the Federal Highway Administration.
- 9) Workmanship: All construction shall conform to the latest edition of Standard Specifications For Public Works Construction; all work and workmanship found to be substandard or inadequate by Public Works shall be corrected at no cost to the County.

**SPECIFICATIONS
FOR
SOLAR-POWERED LIGHT POLE
(METRO BUS STOPS)**

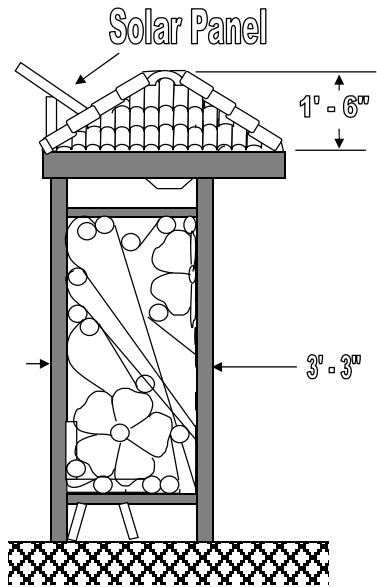
- 10) American Disabilities Act: All traffic control, installation, and other work performed under this contract must be in compliance with the Americans with Disabilities Act of 1990 (ADA). Light poles must only be installed a minimum of 36 inches from the face of curb and 42 inches on either side of an obstruction.

- 11) Prior to Public Works acceptance of the solar light pole and its installation, the functionality of the solar light pole shall be demonstrated. The functionality will include illumination area measurements, luminaire output, battery charging capacity, and battery storage capacity at each site.

P:\aspub\CONTRACT\Ani\TRANSITSTOP NORTH & SOUTH\2015\RFP- South County\Exhibit G.4- Specs Solar Light Pole Metro Stop.doc

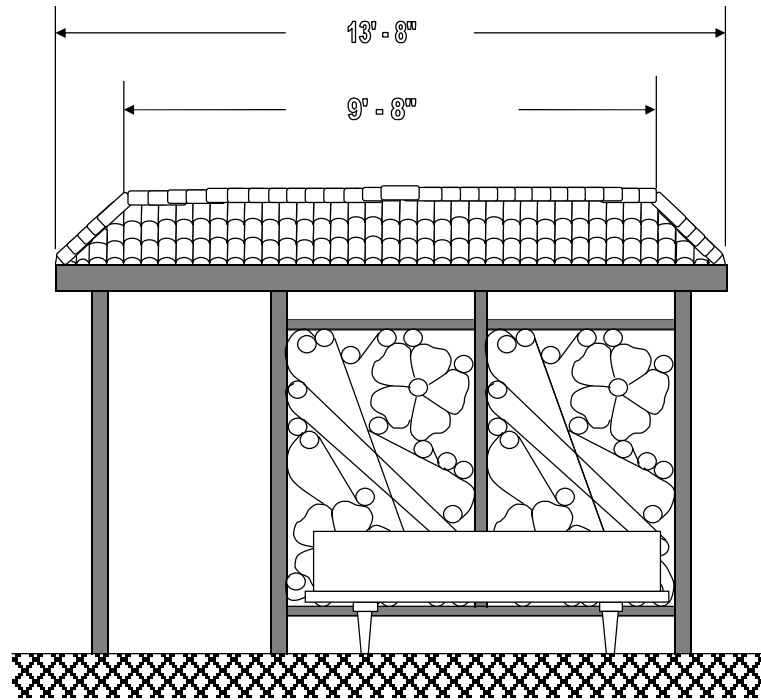
ATTACHMENT 7.1

DIAGRAM OF SOLAR POWERED / NON-ADVERTISING BUS SHELTER
(NO PSA PANELS) BLACK FRAME AND RED TILE ROOF WITH BACK SUPPORT
BENCH



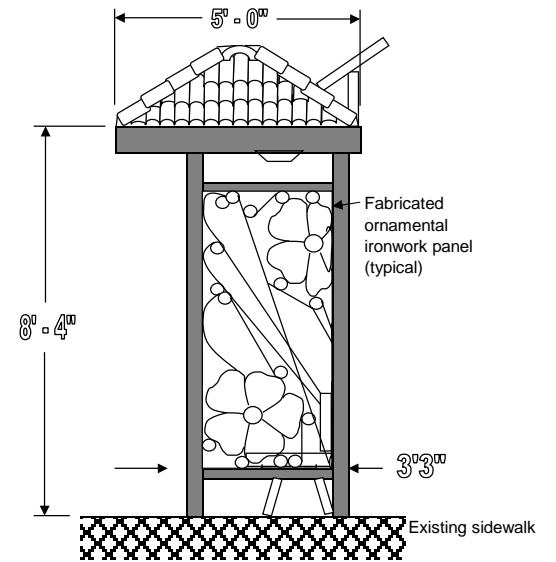
LEFT SIDE ELEVATION

(NOT TO SCALE)



FRONT ELEVATION

(NOT TO SCALE)

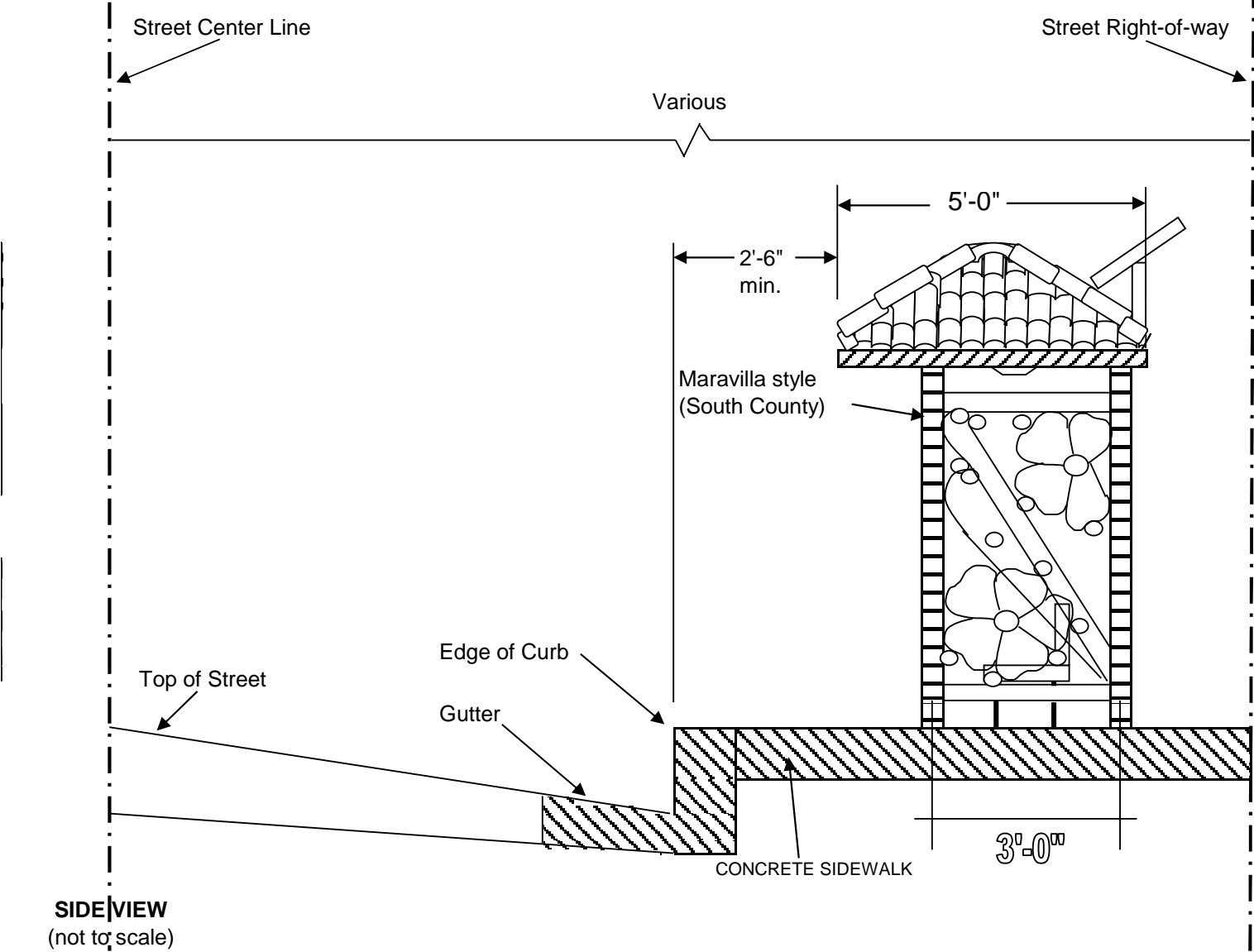


RIGHT SIDE ELEVATION

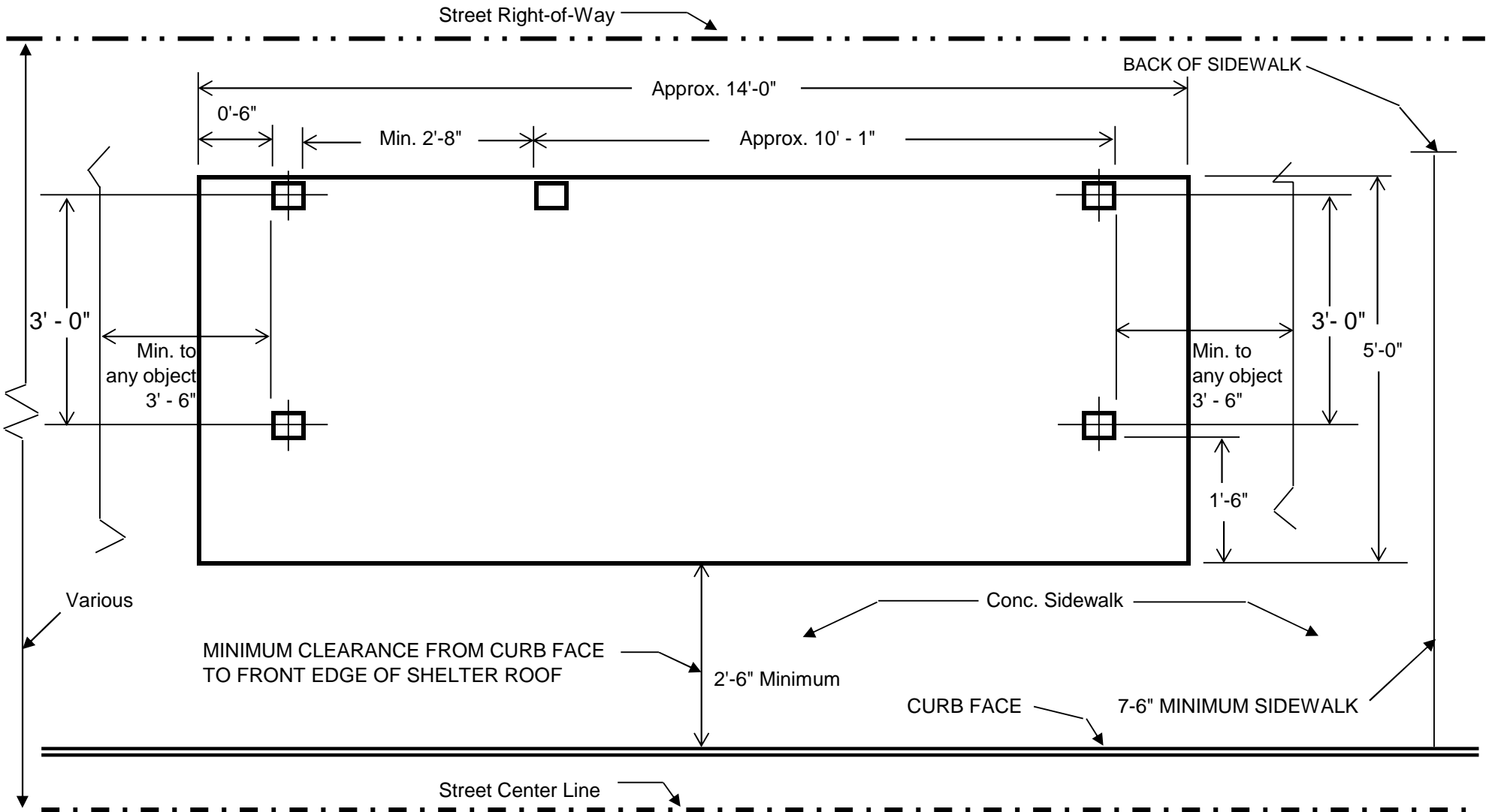
(NOT TO SCALE)

NOT All dimensions are approximations.

ATTACHMENT 7.2
DIAGRAM OF TYPICAL NON-ADVERTISING BUS SHELTER (No PSA Panels)
WITH STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES

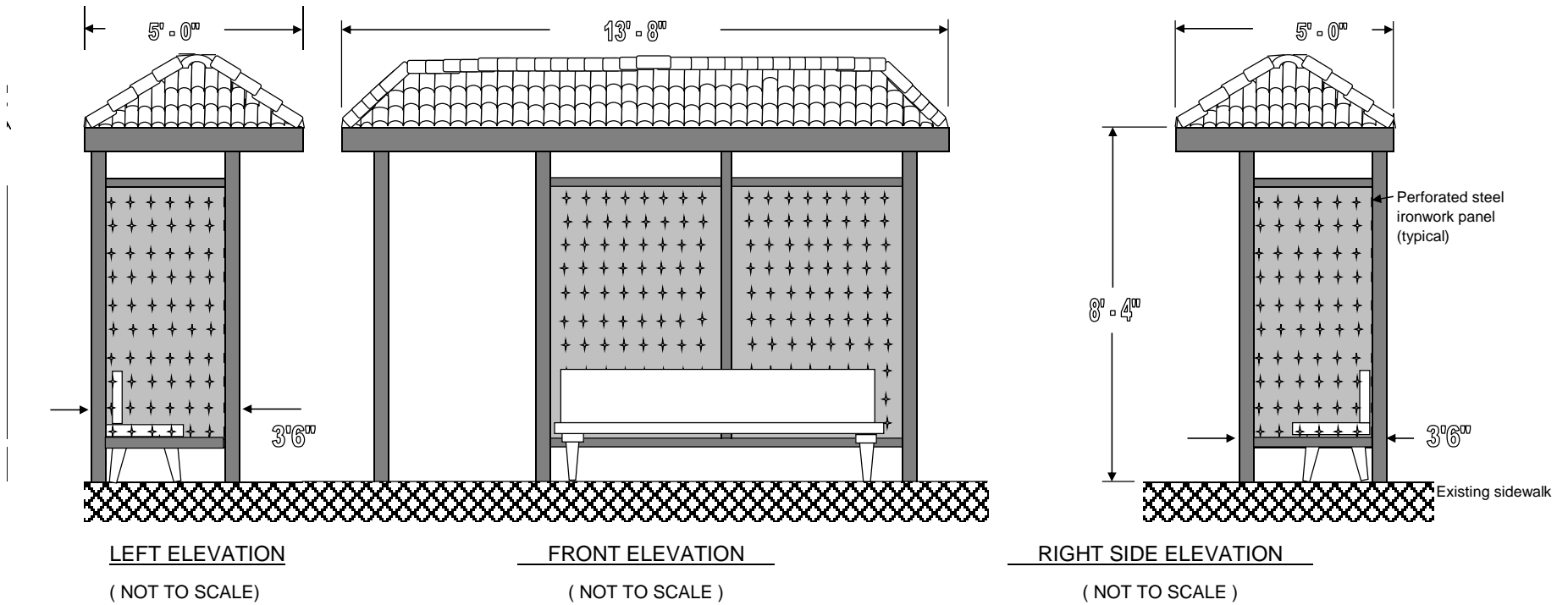


ATTACHMENT 7.3
DIAGRAM OF STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES
FOR TYPICAL NON-ADVERTISING BUS SHELTER (NO PSA Panels)



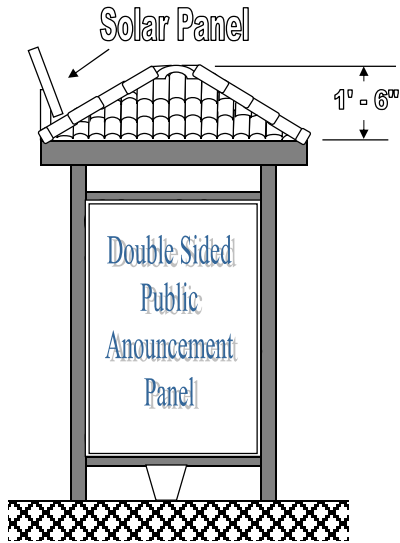
TOP VIEW
(not to scale)

ATTACHMENT 7.4
 DIAGRAM OF SOLAR POWERED / NON-ADVERTISING BUS SHELTER (NO PSA PANELS) BLACK FRAME
 PERFORATED PANELS AND RED TILE ROOF WITH BACK SUPPORT BENCH



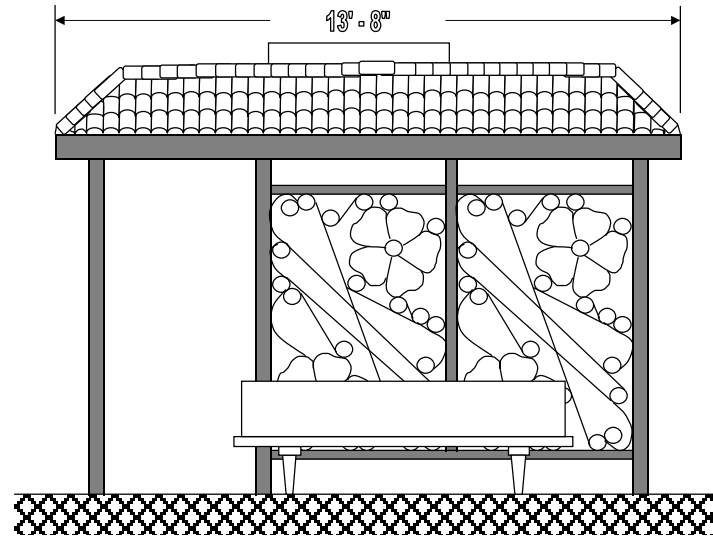
All dimensions are approximations.
 The left decorative frame is identical to the right side.

ATTACHMENT 7.5
 DIAGRAM OF SOLAR POWERED / NON-ADVERTISING BUS SHELTER
 (WITH PSA PANELS)
 BLACK FRAME AND RED TILE ROOF WITH BACK SUPPORT BENCH



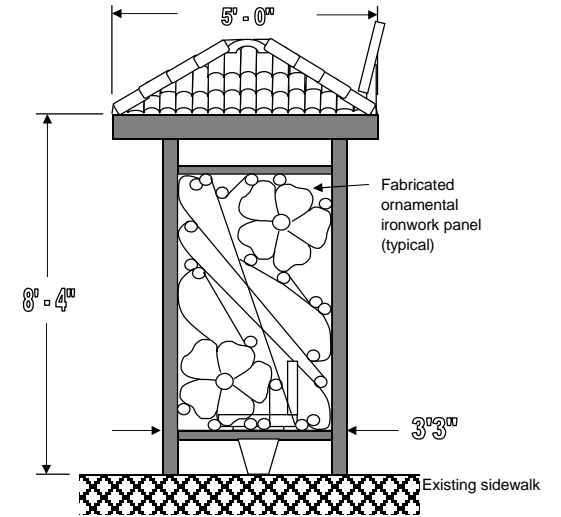
LEFT SIDE ELEVATION

(NOT TO SCALE)



FRONT ELEVATION

(NOT TO SCALE)



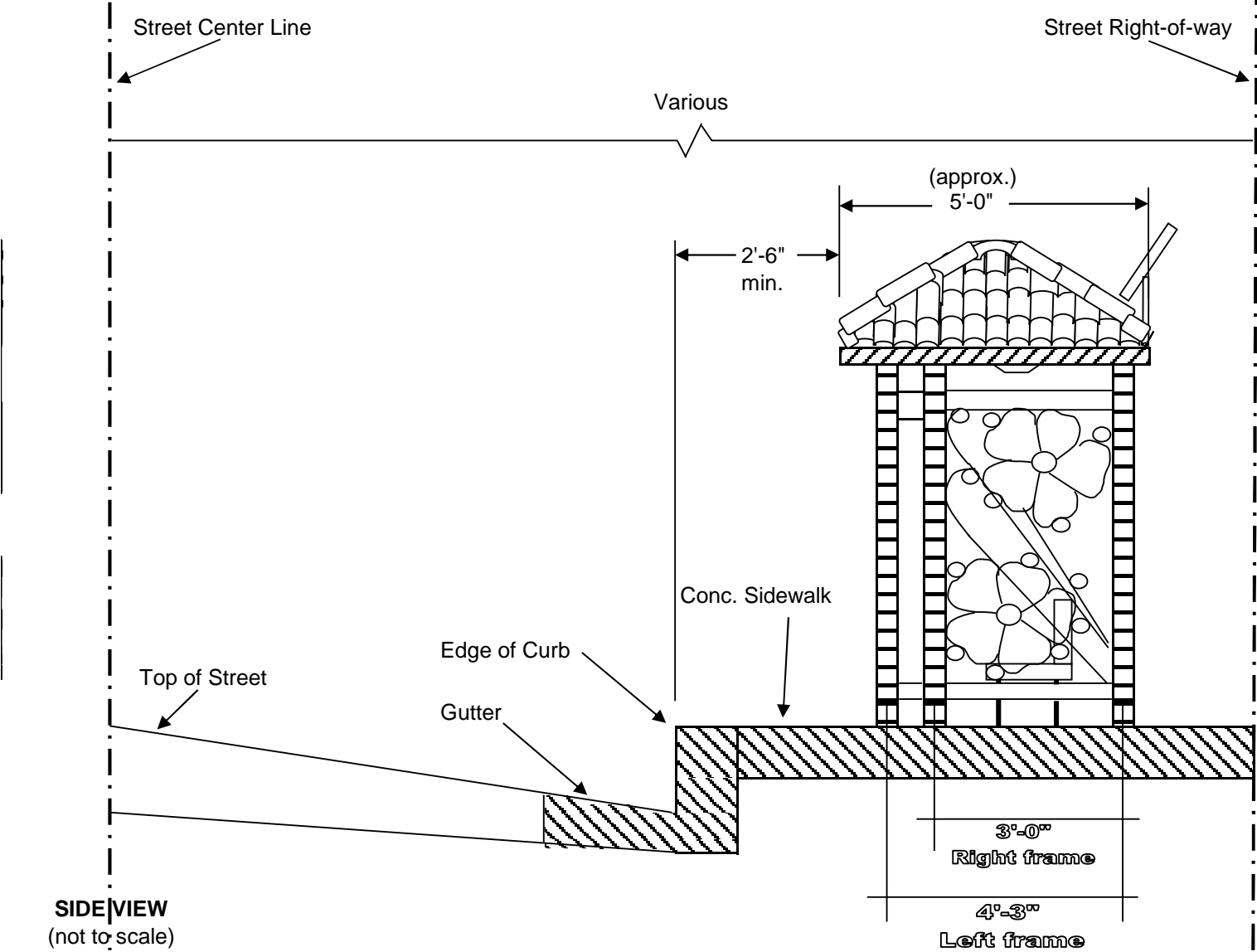
RIGHT SIDE ELEVATION

(NOT TO SCALE)

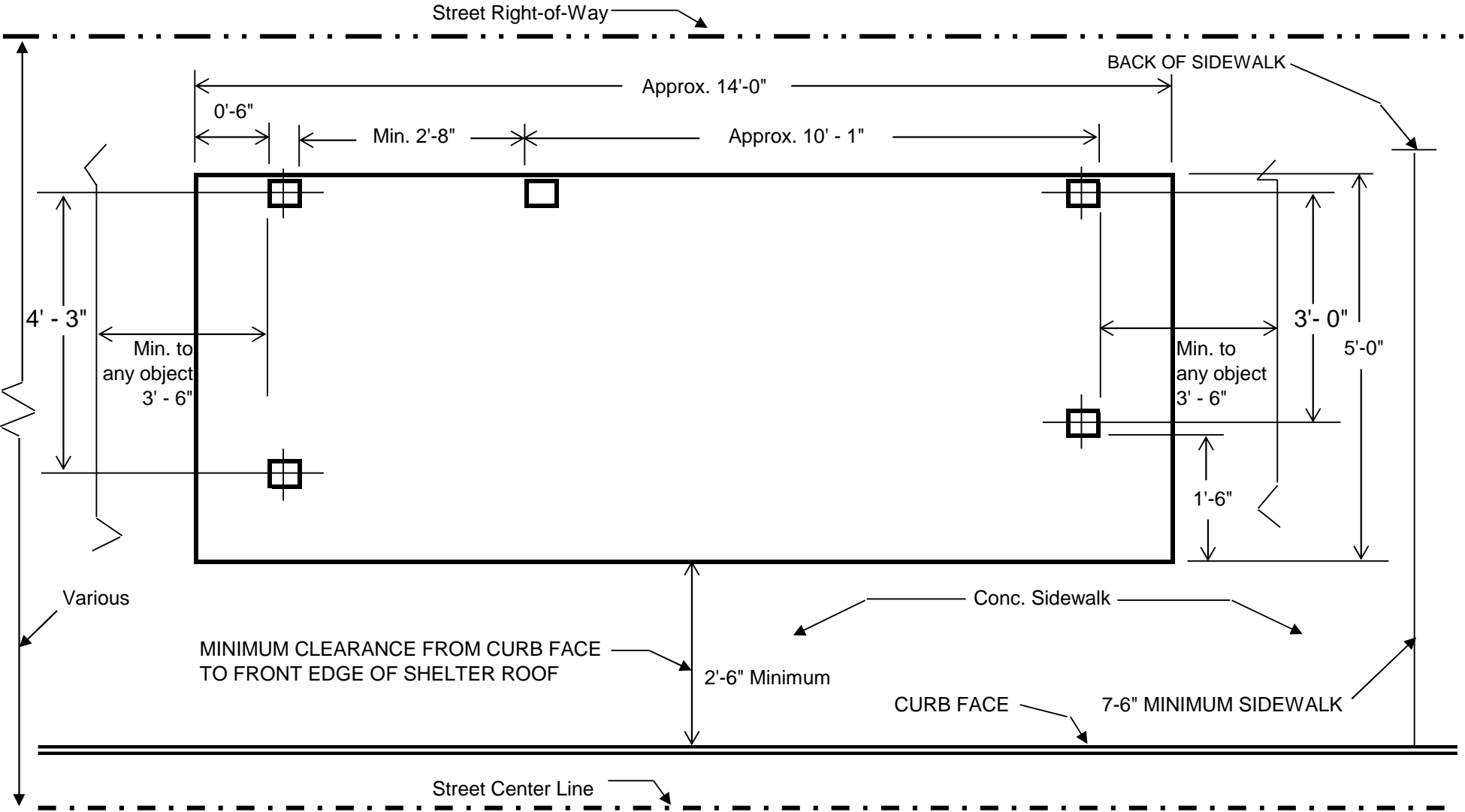
NOTE: All dimensions are approximations.
 The left side has a double sided public announcement panel.

P:\tppub\Transit\FACILITIES\DRAWINGS & SPECS\Exhibit H - Drawings.xlsx\H.10

ATTACHMENT 7.6
DIAGRAM OF STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES
FOR TYPICAL NON-ADVERTISING BUS SHELTER (with PSA Panels)

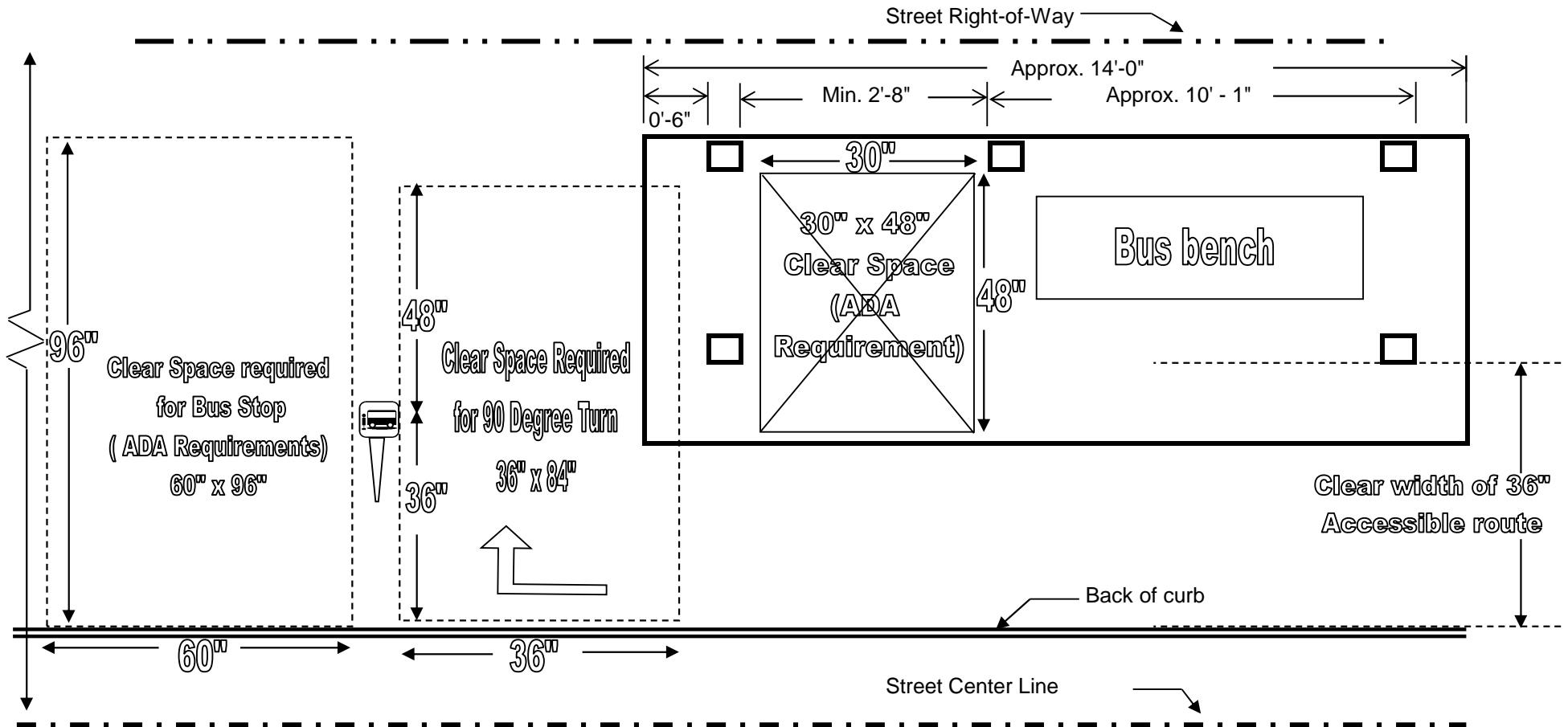


ATTACHMENT 7.7
DIAGRAM OF STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES
FOR TYPICAL NON-ADVERTISING BUS SHELTER (PSA Panels)



TOP VIEW
(not to scale)

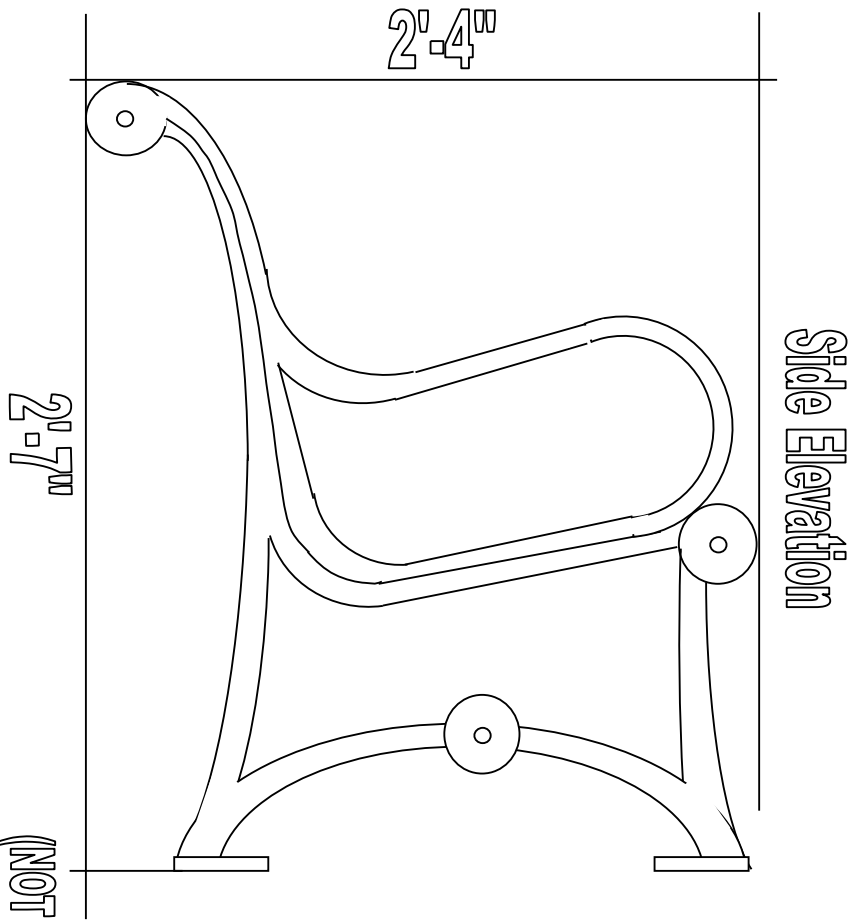
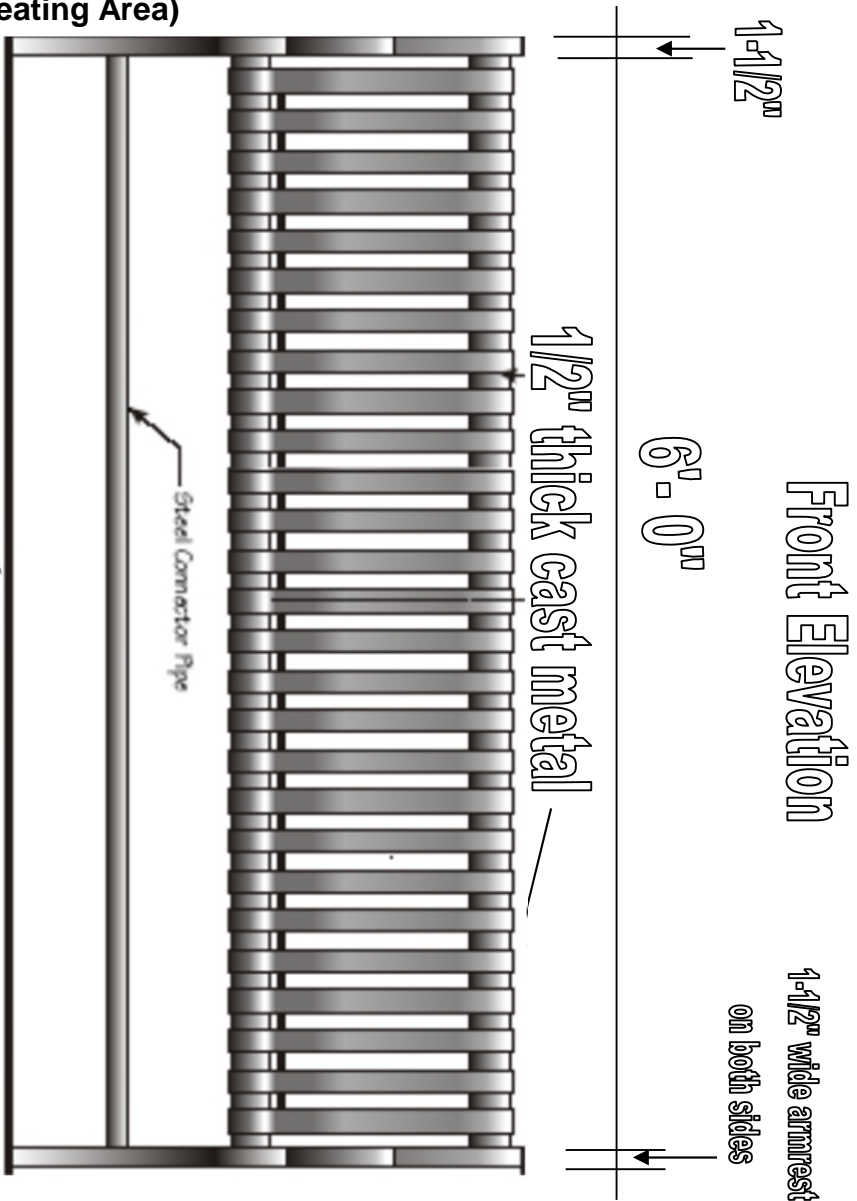
ATTACHMENT 7.8
DIAGRAM OF AMERICAN DISABILITIES ACT (ADA)
REQUIREMENT FOR BUS STOP



(NOT TO SCALE)

ATTACHMENT 7.9

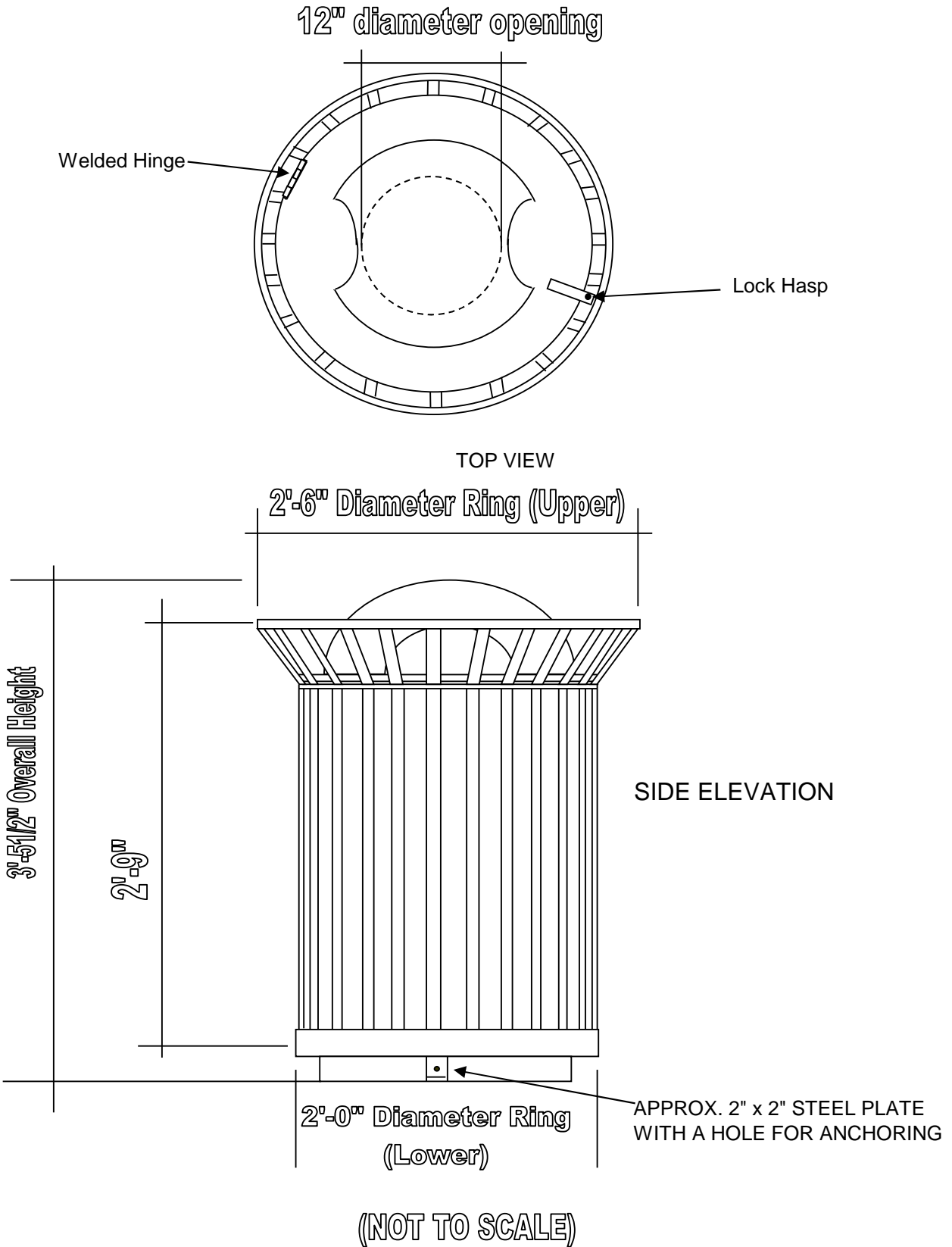
**Diagram of Black Non-Advertising Metal Bench with Gloss Powder Coated Finish
(6' Seating Area)**



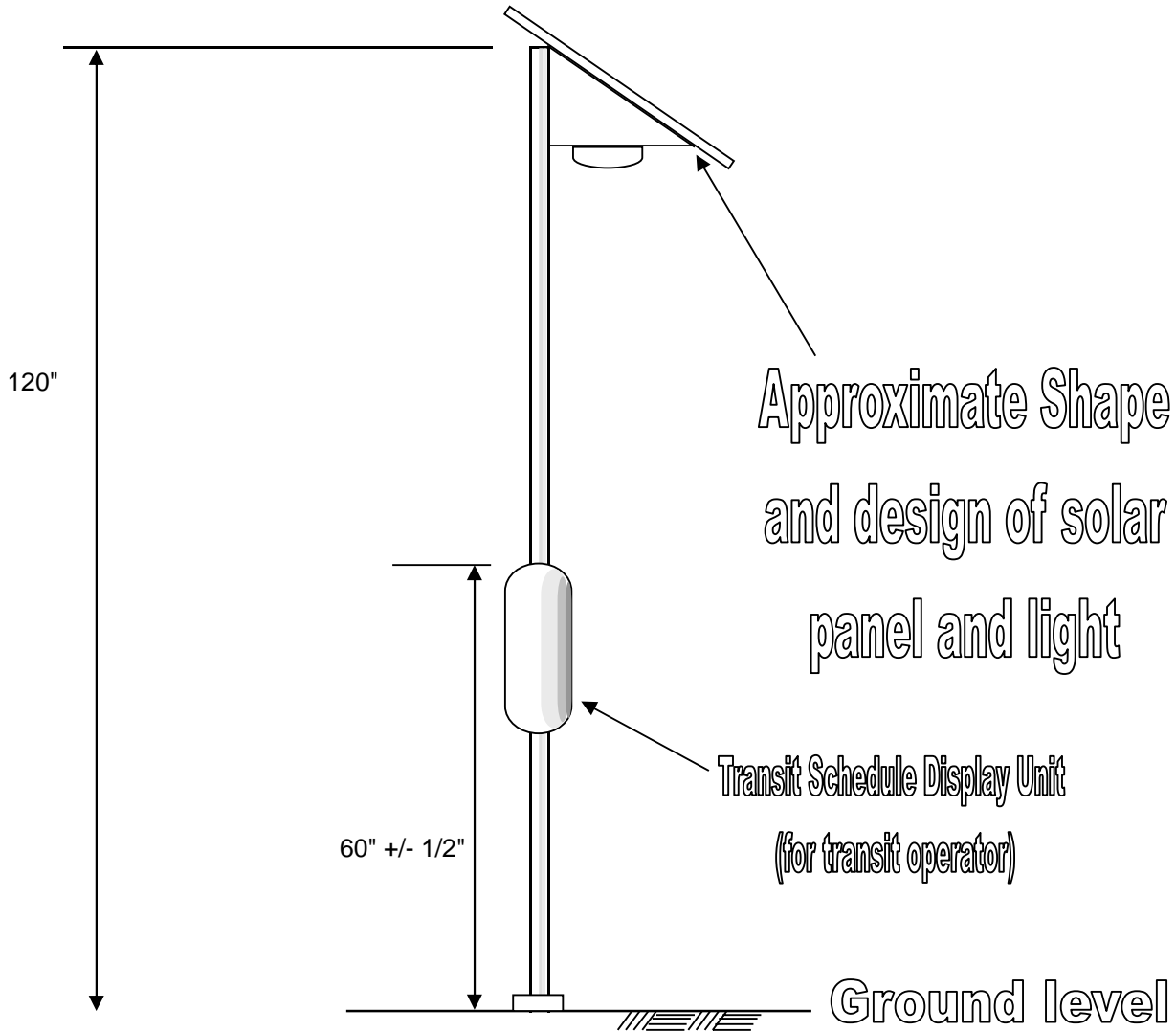
(NOT TO SCALE)

ATTACHMENT 7.10

DIAGRAM OF 32-GALLON TRASH RECEPTACLE WITH HARD PLASTIC LINER AND KEY-LOCKING DOME TOP



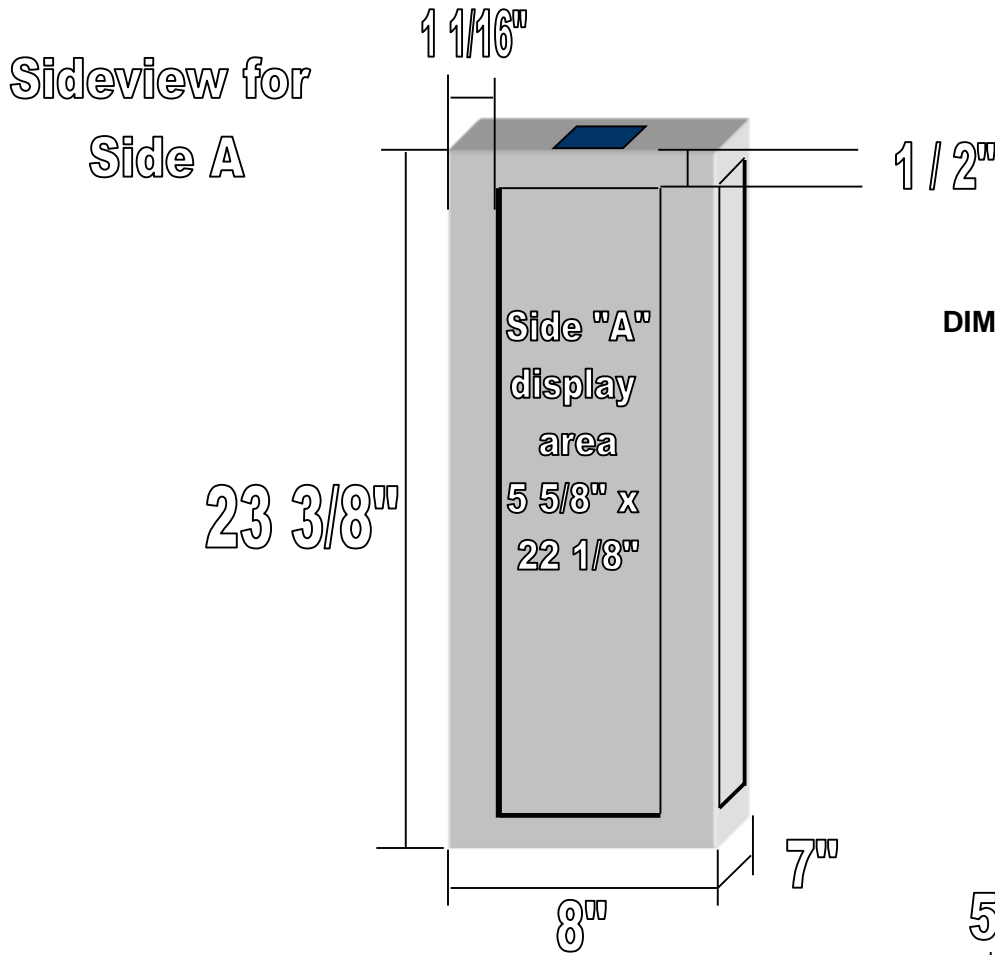
ATTACHMENT 7.11
DIAGRAM OF STAND-ALONE SOLAR POWERED LIGHT POLE



ELEVATION VIEW OF SOLAR-POWERED LIGHT POLE
(DRAWING NOT TO SCALE)

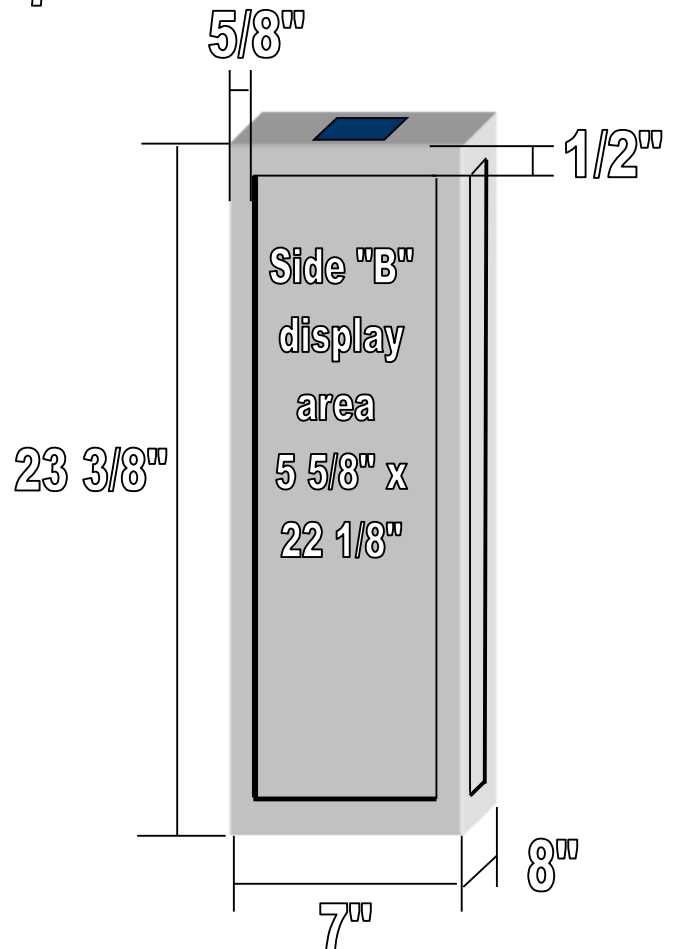
ATTACHMENT 7.12

DIAGRAM OF DISPLAY UNIT FOR METRO BUS SCHEDULES AND ROUTES

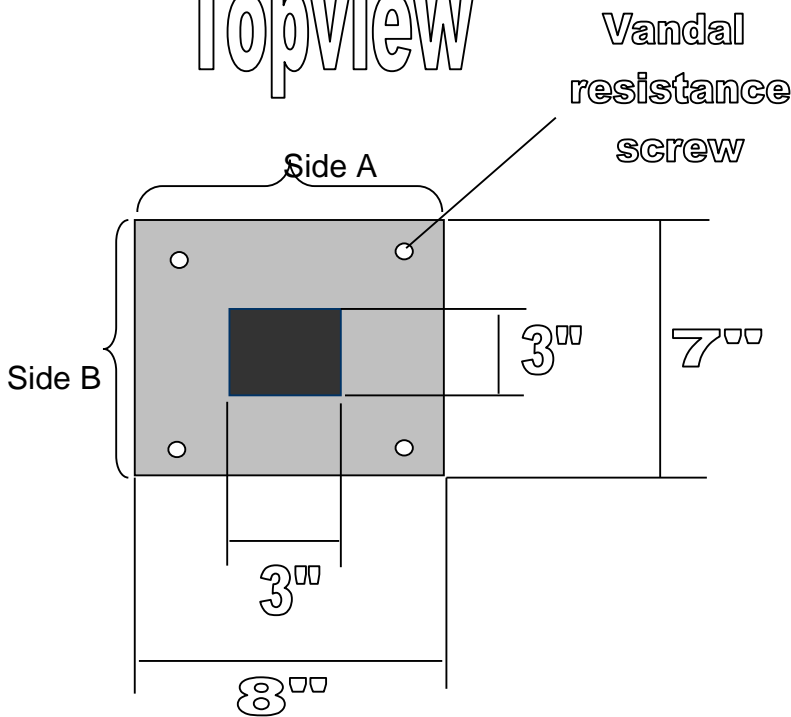


DIMENSIONS ARE APPROXIMATE
(NOT TO SCALE)

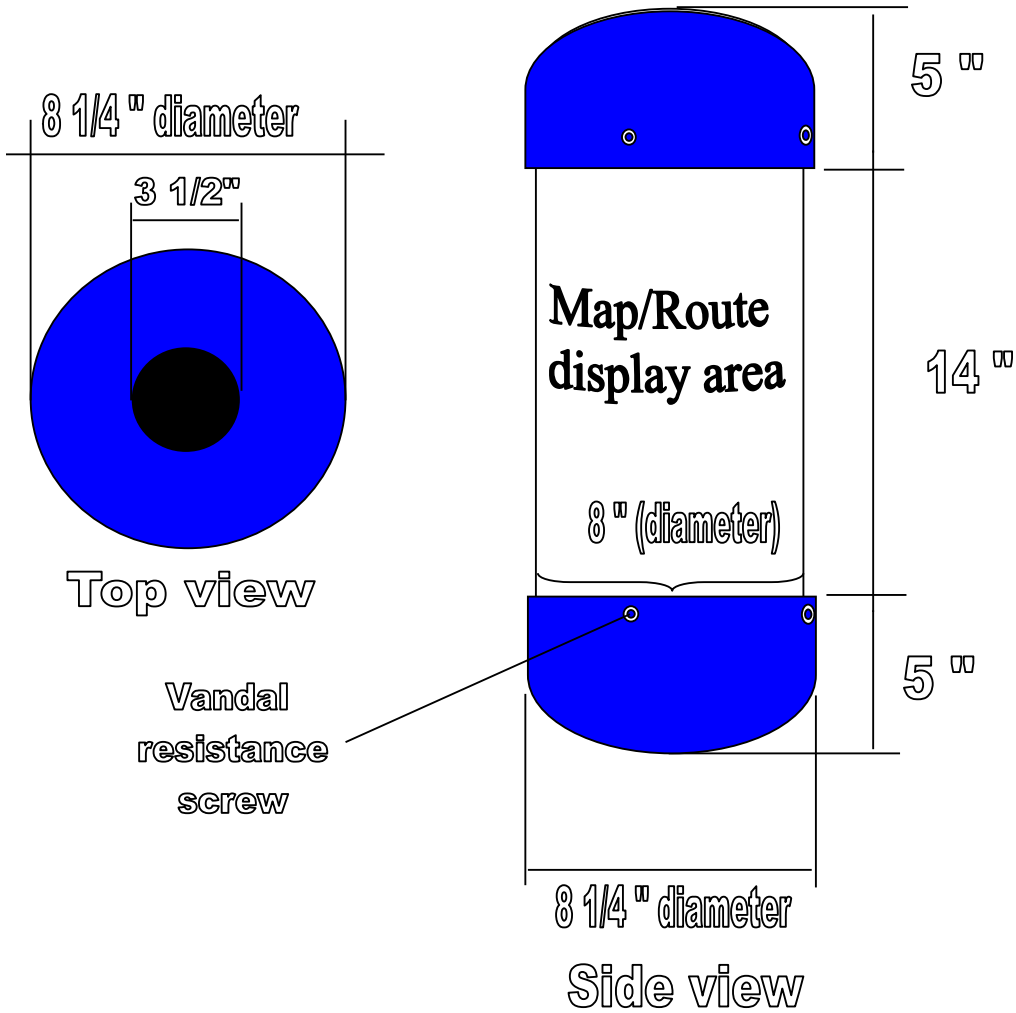
Sideview for Side B



Topview

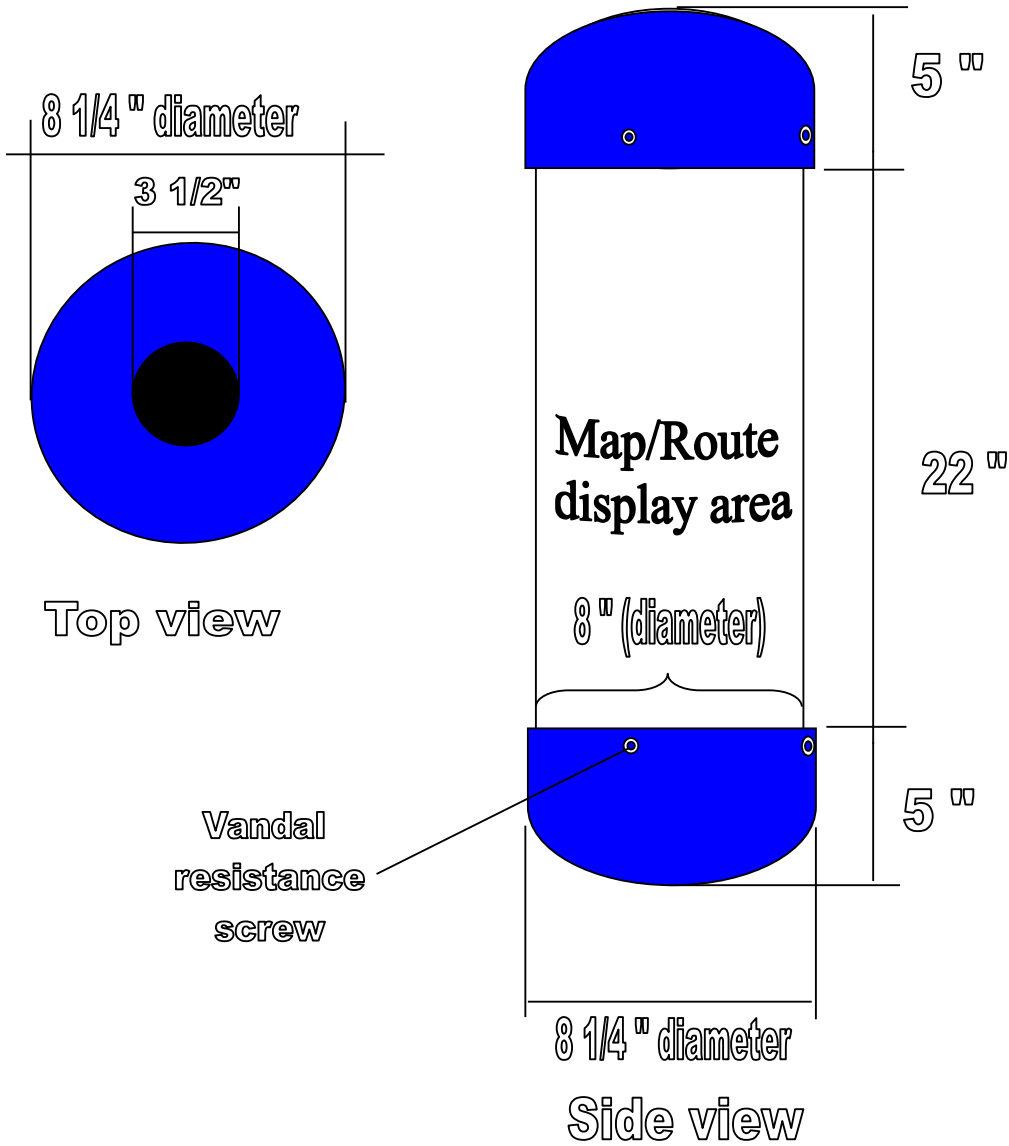


ATTACHMENT 7.13
Route / Map Carousel Display Unit
for
Foothill Transit (Type I)



Foothill Transit
Route Display Unit
DIMENSIONS ARE APPROXIMATE
(NOT TO SCALE)

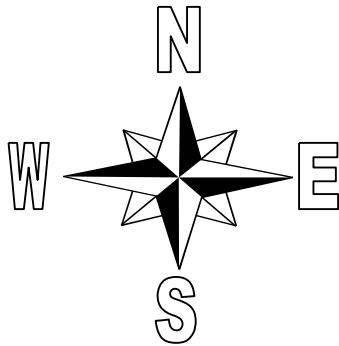
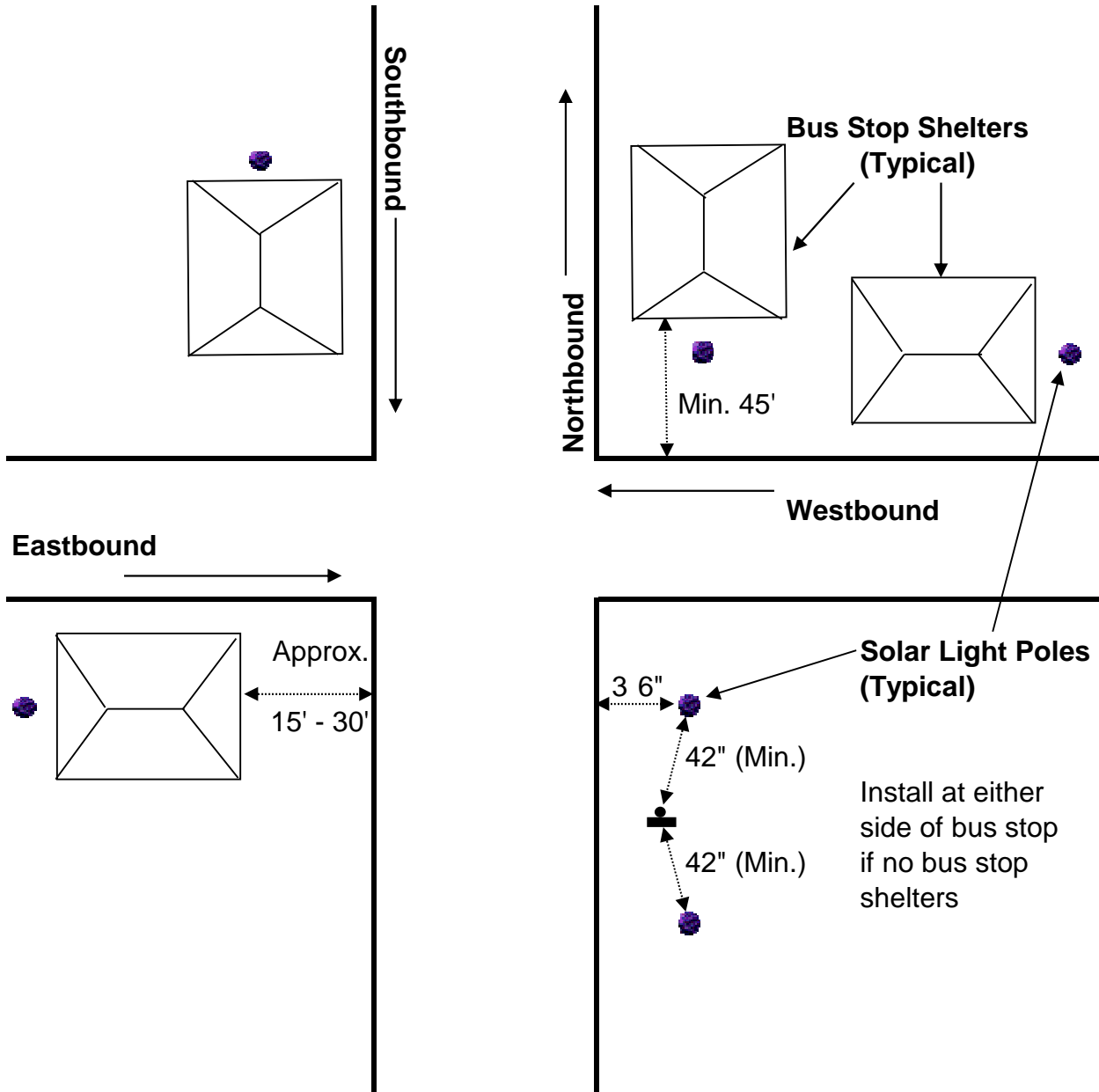
ATTACHMENT 7.14
Route / Map Carousel Display Unit for
Foothill Transit (Type II)



Foothill Transit
Route Display Unit

DIMENSIONS ARE APPROXIMATE
(NOT TO SCALE)

EATTACHMENT 7.15 DIAGRAM OF PLACEMENT OF SOLAR LIGHT POLES



County of Los Angeles - Los Angeles, CA

2475 Lemon Avenue
Signal Hill, CA 90755
REVISION: A 4/29/2024

Product List:
(50) Modern City Bench

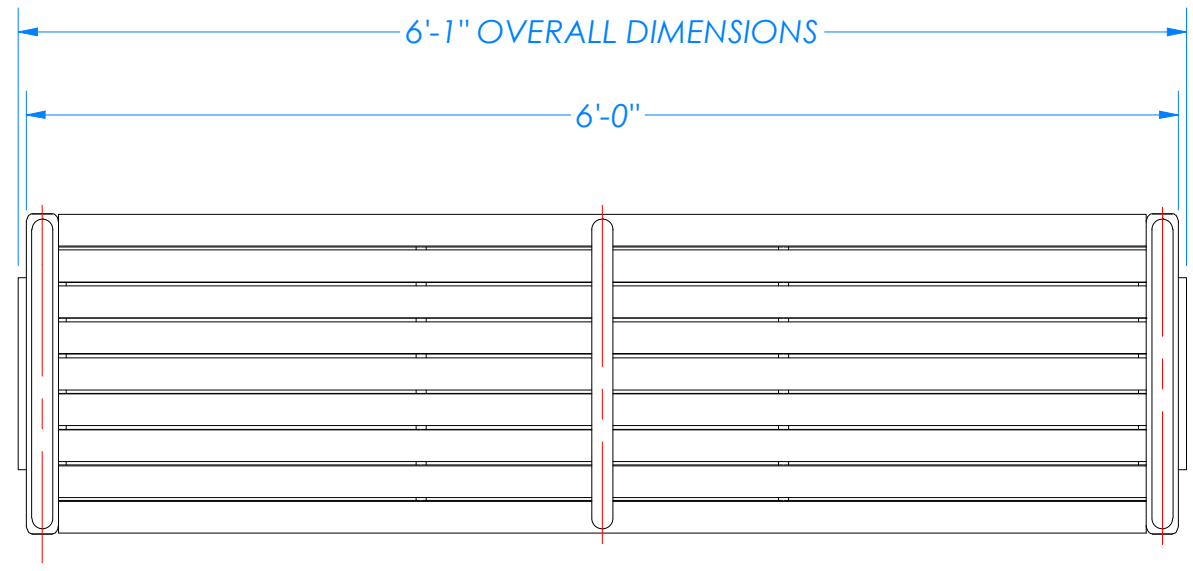


ATTACHMENT 8

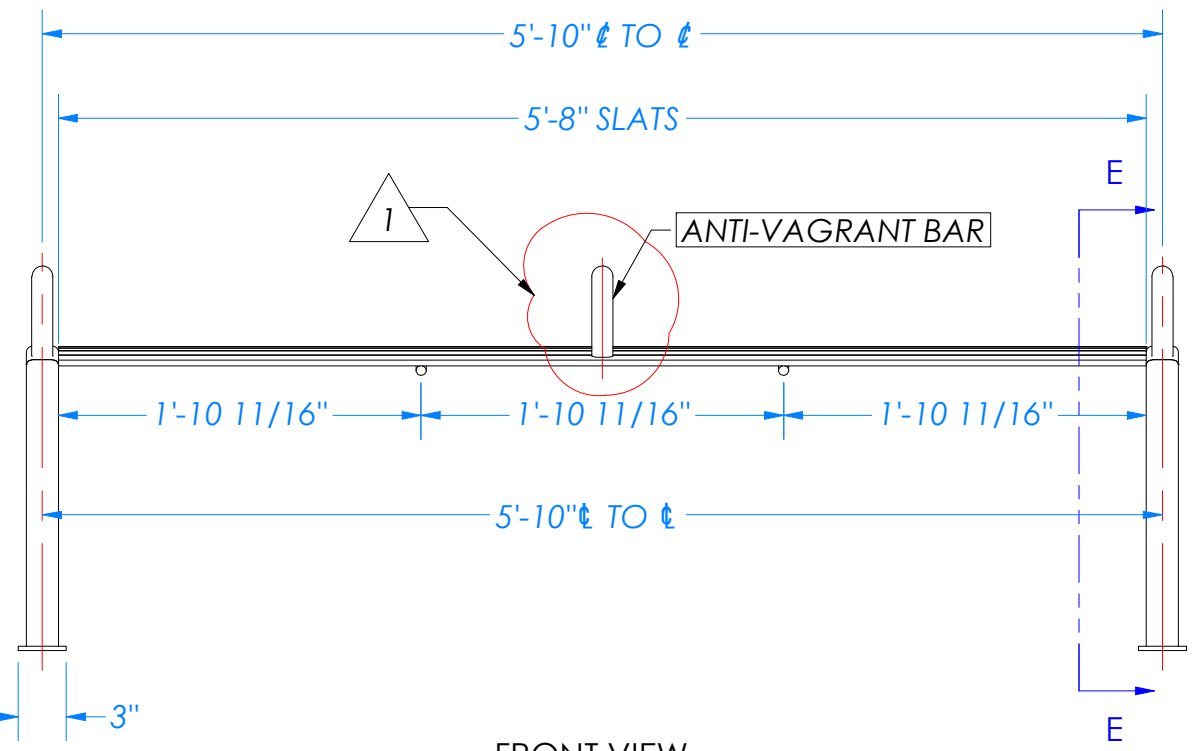
HARDWARE LIST			FINISH	
ITEM	QTY	DESCRIPTION	P1	STAINLESS STEEL OR WHITE ALUMINUM
1	4	1/2"-13 Wedge Anchors		

Modern City Bench (QTY = 50)				
ITEM	QTY	DESCRIPTION	STOCK NUMBER	
1	4	HSS 2 x 2 x 3/16" THK. TUBE	24011.1	
2	2	1/4" THK. BASE PLATE	24011.2	
3	2	HSS 2 x 2 x 3/16" THK. CURVED TUBE	24011.3	
4	9	3/8" THK. STEEL SLAT	24011.4	
5	3	1" SCH 40 HANDLE PIPE	24011.5	
6	2	5/8" DIA SOLID ROD	24011.6	

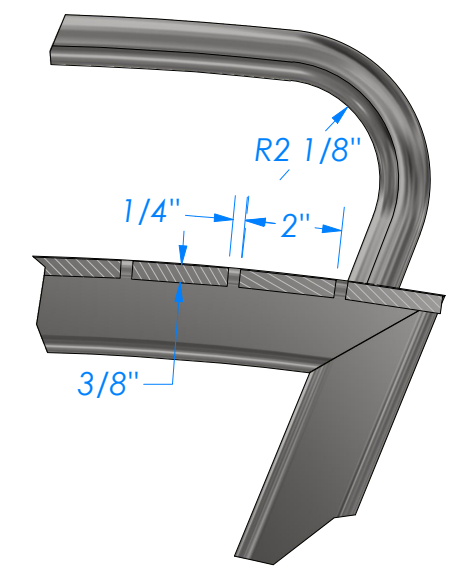
MATERIAL GRADES:
 -TUBING = ASTM A500, GR. B
 -PLATE = ASTM A36
 -CHANNELS = ASTM A36
 -BOLTS = ASTM A325 OR A490



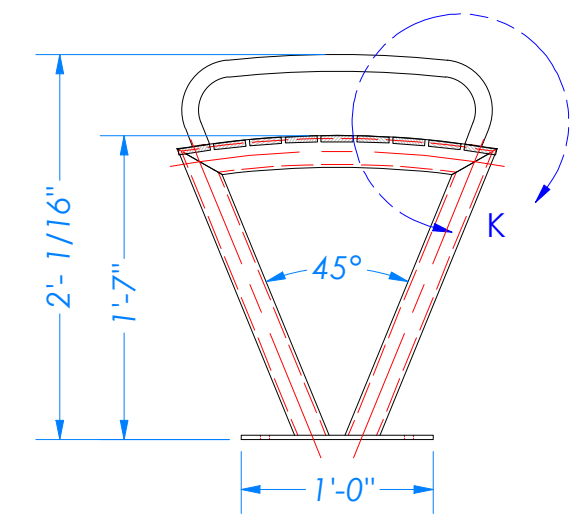
TOP VIEW
SCALE 1" = 1'



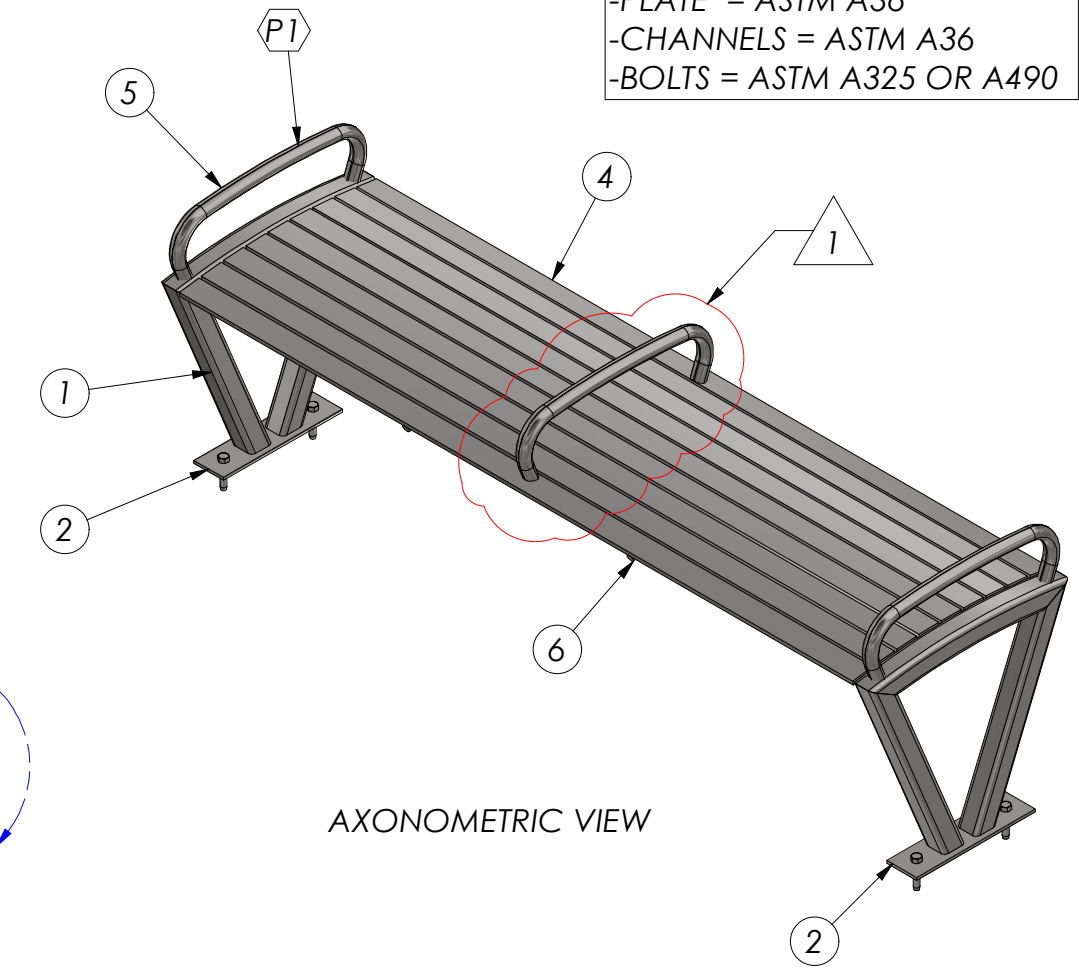
FRONT VIEW
SCALE 1" = 1'



DETAIL K
SCALE 3" = 1'



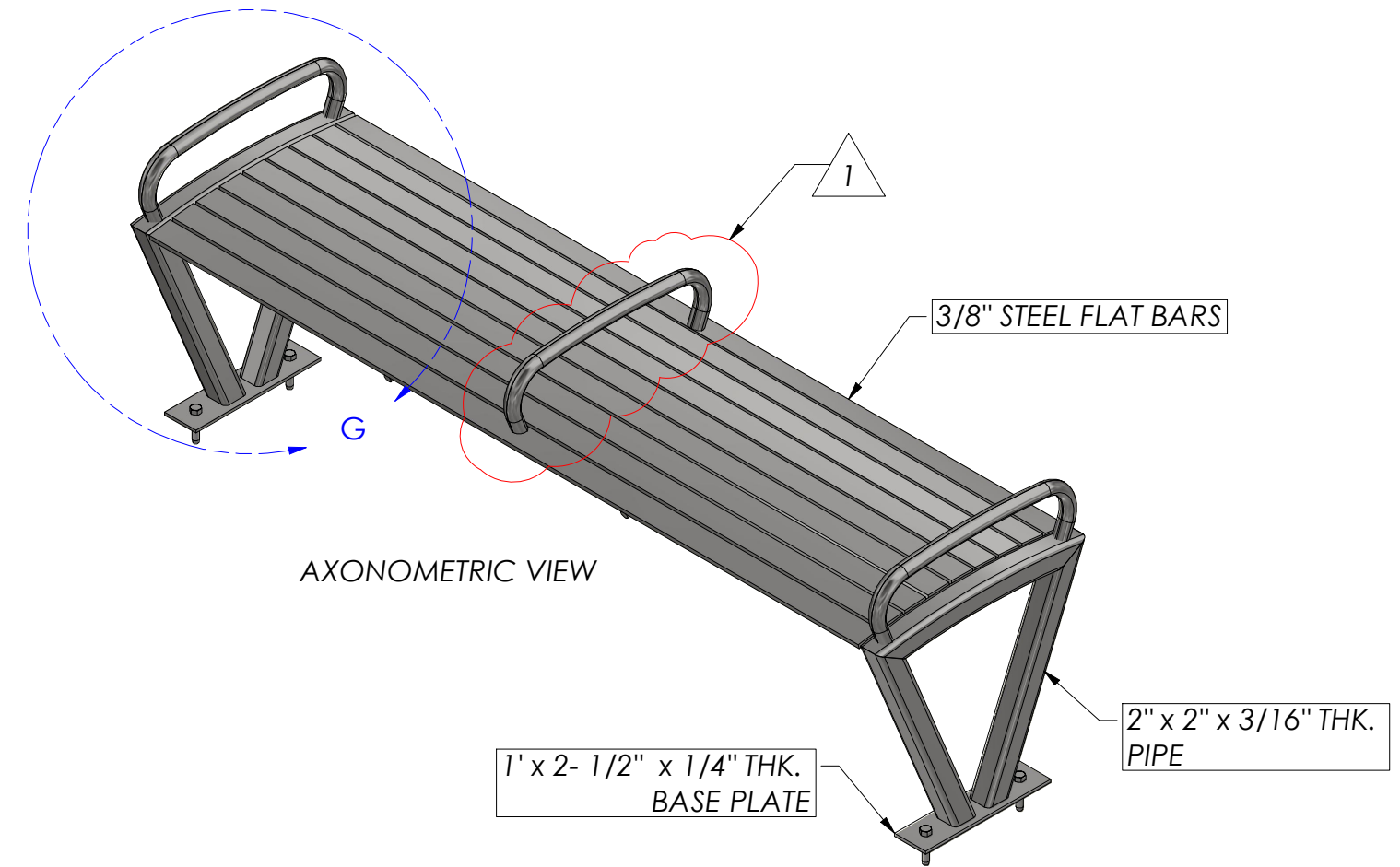
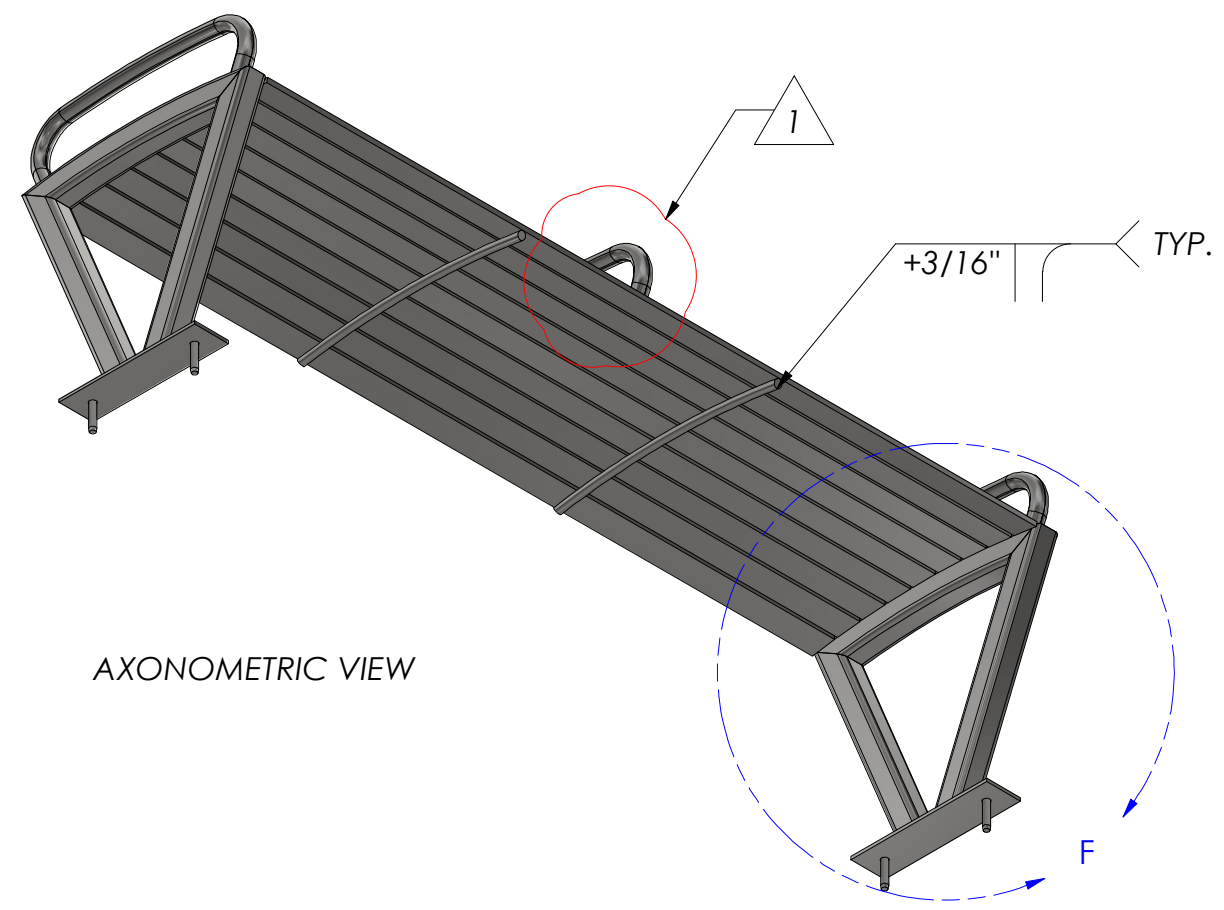
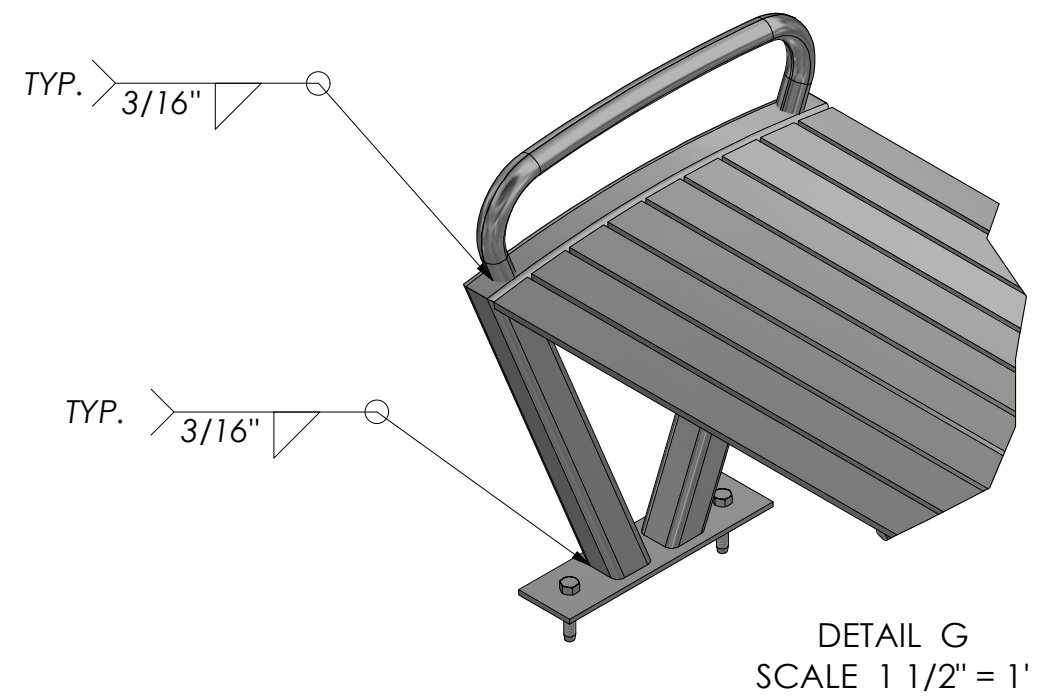
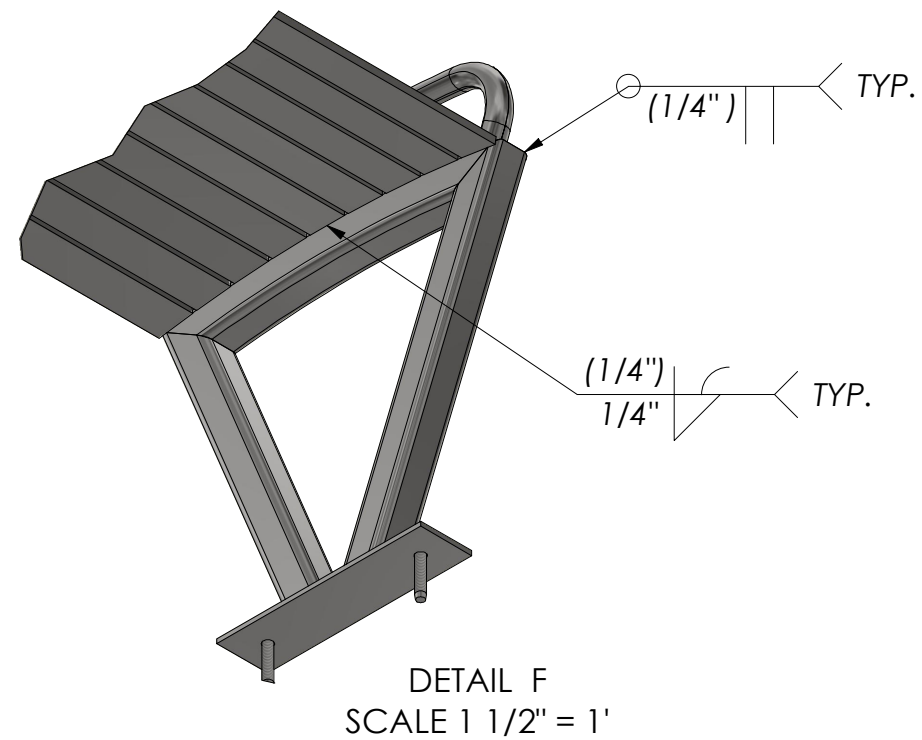
SECTION E-E
SCALE 1" = 1'



AXONOMETRIC VIEW

Project Name: County of Los Angeles		Modern City Bench		 15542 Broadway Center Street Gardena, CA 90248 TEL. 310 978 2000 Sales@lnisigns.com Custom Manufacturing.	Rev	Date	Revision Description	Sheet
Address: 2475 Lemon Avenue					1	4/29/2024	ANTI-VAGRANT BAR ADDED	A.1
City / State: Signal Hill, CA 90755								
Sales Person: Gus								
Drawn by: Edgar								
Project #: 24011		Checked by: Carlos						
File Name: Solar Bus Shelter		Approved by: Carlos						
Scale: Noted		Date: 04/29/2024						

NOTE: All drawings, specifications and other documents prepared by the LNI and LNI consultants are Instruments of Service and LNI and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service are for use solely with respect to this Project and may not be shown to anyone outside your organization, nor are they to be used, reproduced, copied, or exhibited by you in any fashion without LNI's express written consent.



Project Name: County of Los Angeles
 Address: 2475 Lemon Avenue
 City / State: Signal Hill, CA 90755
 Sales Person: Gus
 Drawn by: Edgar

Welding Details

Project #: 24011
 File Name: Solar Bus Shelter
 Scale: Noted

Checked by: Carlos
 Approved by: Carlos
 Date: 04/29/2024

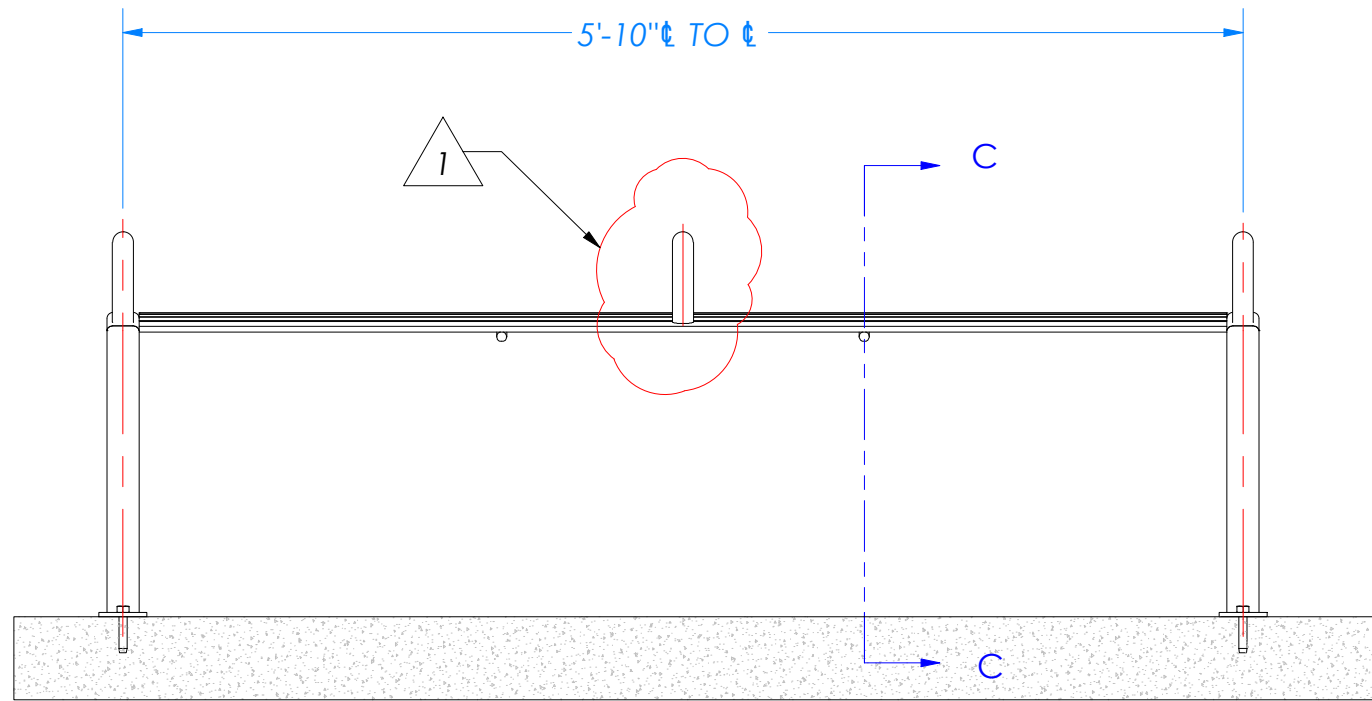
LNI
 Custom Manufacturing.

15542 Broadway Center Street
 Gardena, CA 90248
 TEL. 310 978 2000
 Sales@lnisigns.com

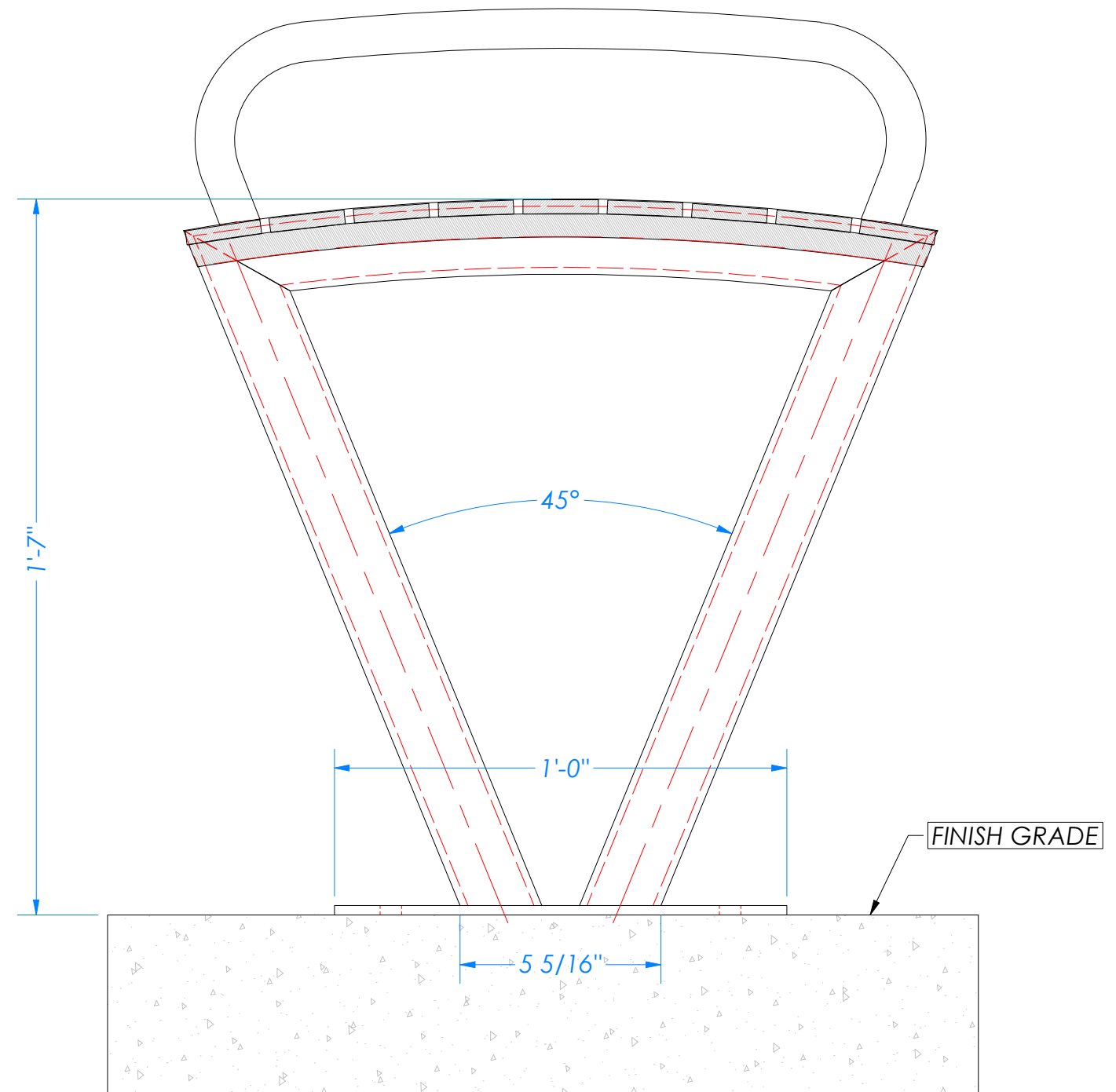
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Rev	Date	Revision Description
1	4/29/2024	ANTI-VAGRANT BAR ADDED

Sheet
S.2



FRONT VIEW
SCALE 1" = 1'



SECTION C-C
SCALE 3" = 1'

Project Name: County of Los Angeles
Address: 2475 Lemon Avenue
City / State: Signal Hill, CA 90755
Sales Person: Gus
Drawn by: Edgar

Anchoring Details

Project #: 24011
File Name: Solar Bus Shelter
Scale: Noted
Checked by: Carlos
Approved by: Carlos
Date: 04/29/2024

LNI
Custom Manufacturing.
15542 Broadway Center Street
Gardena, CA 90248
TEL. 310 978 2000
Sales@lnisigns.com

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Rev	Date	Revision Description
1	4/29/2024	ANTI-VAGRANT BAR ADDED

Sheet
S.3

County of Los Angeles - Los Angeles, CA

LNI Job #: 24011

2475 Lemon Avenue
Signal Hill, CA 90755

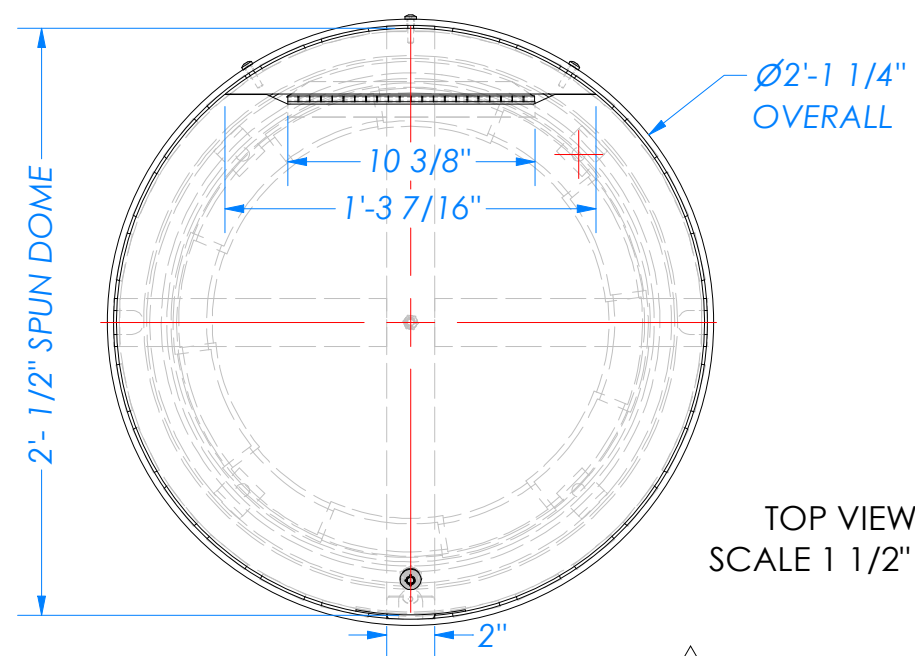
REVISION: A 05/13/2024

Product List:
(50) 36-Gallon Plaza
Trash Receptacle

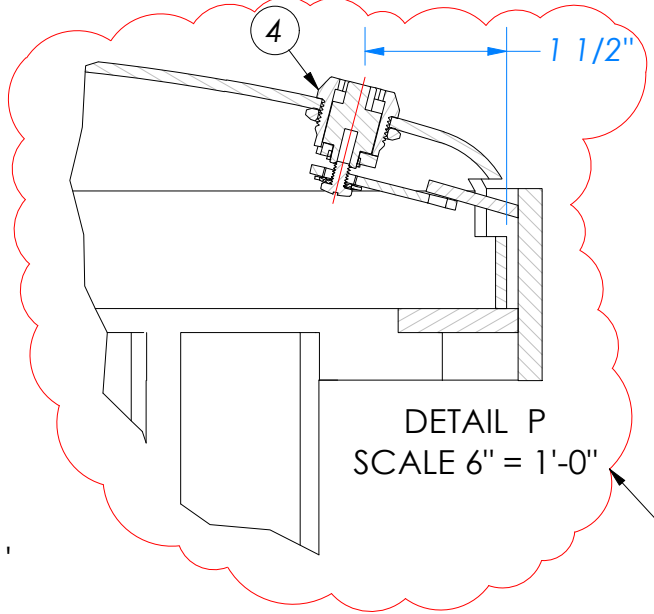


Custom Manufacturing
since 1952

LNI
Custom Manufacturing.
15542 Broadway Center St.
Gardena CA. 90248
TEL. 310 978 2000
Sales@linsigns.com



TOP VIEW
SCALE 1 1/2" = 1'

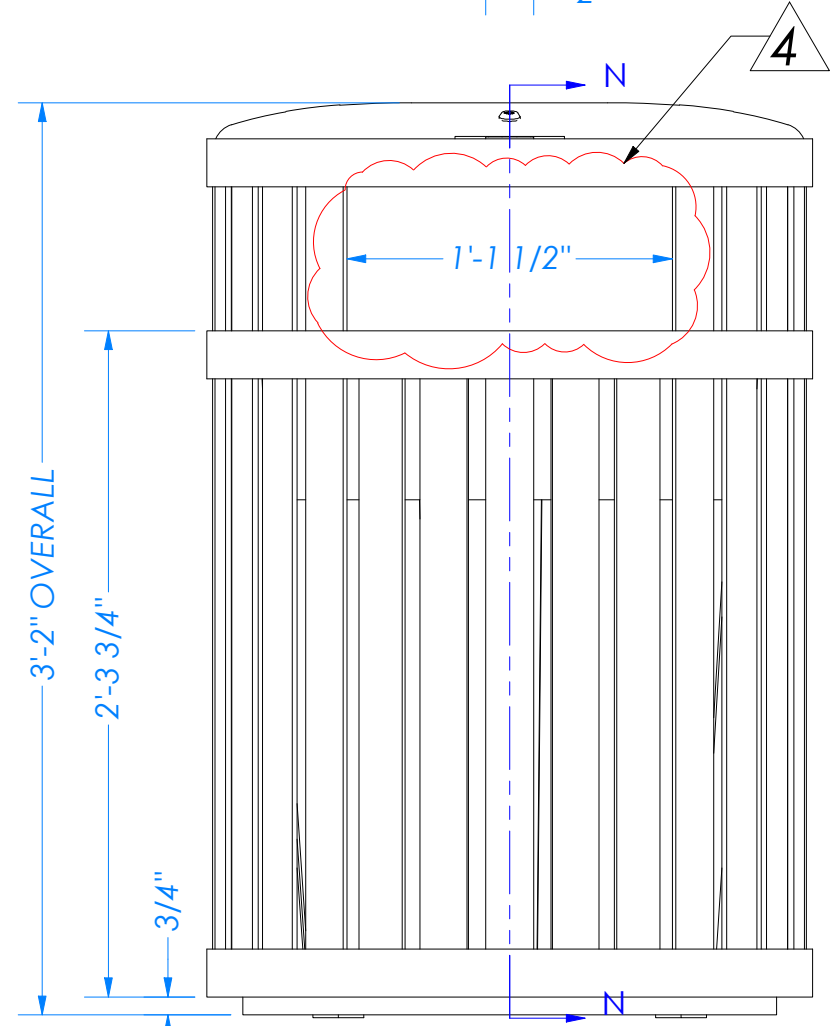


DETAIL P
SCALE 6" = 1'-0"

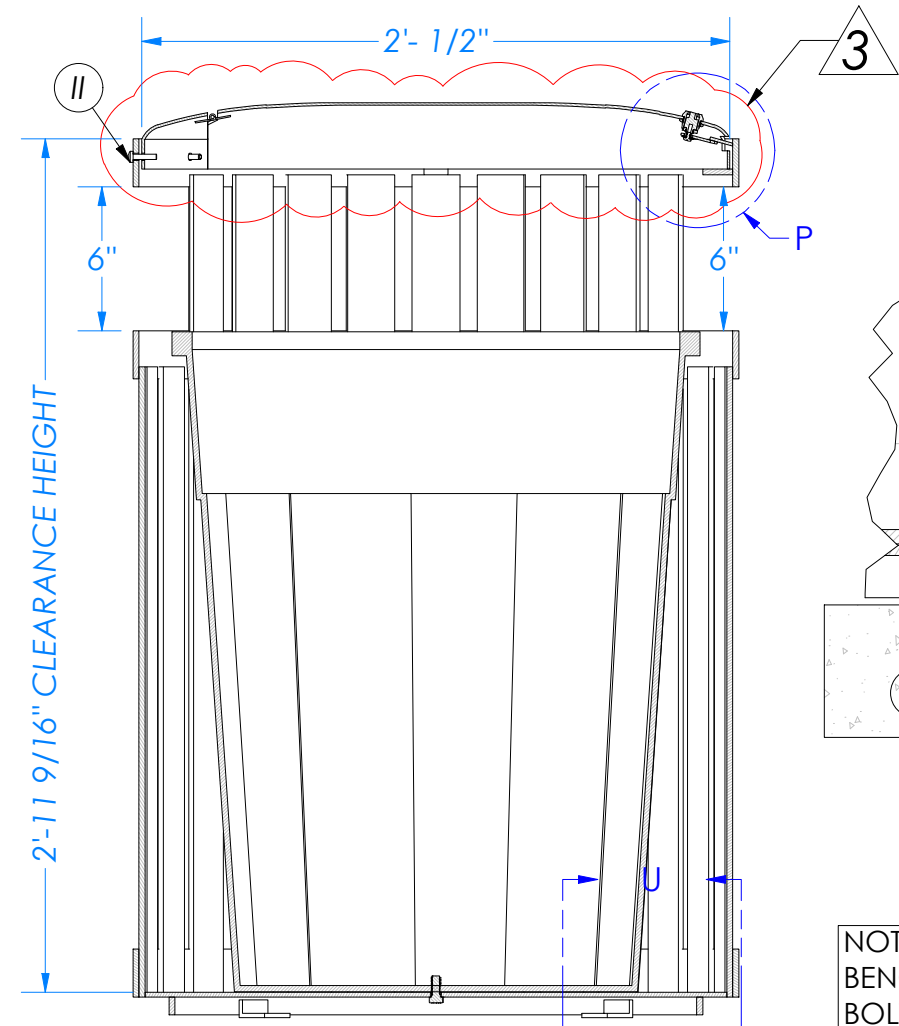
HARDWARE LIST		
ITEM	QTY	DESCRIPTION
I	4	1/2"-13 Wedge Anchors
II	3	3/16" S.S. RIVET
FINISH		
P1	STAINLESS STEEL OR WHITE ALUMINUM	

Trash Receptacle (QTY = 50)		
ITEM	QTY	DESCRIPTION
1	1	LINER B, 32gal, 22 X 27.5
2	1	MILD STEEL BAR FRAME
3	1	11 GA SPUN MILD STEEL DOME
4	1	CAM LOCK ASSY

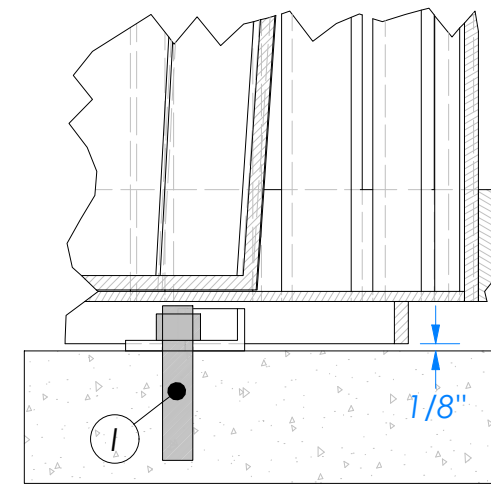
MATERIAL GRADES:
 -PLATE = ASTM A36
 -CHANNELS = ASTM A36
 -BOLTS = ASTM A325 OR A490



FRONT VIEW
SCALE 1 1/2" = 1'

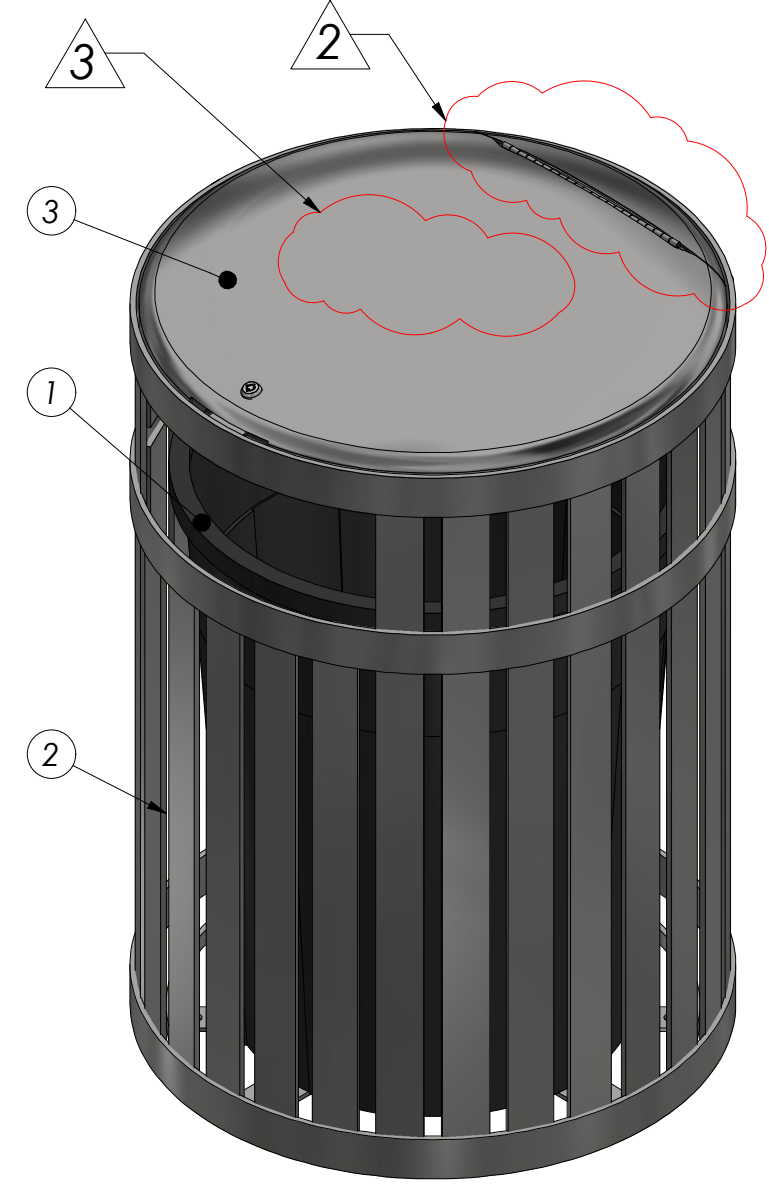


SECTION N-N
SCALE 1 1/2" = 1'



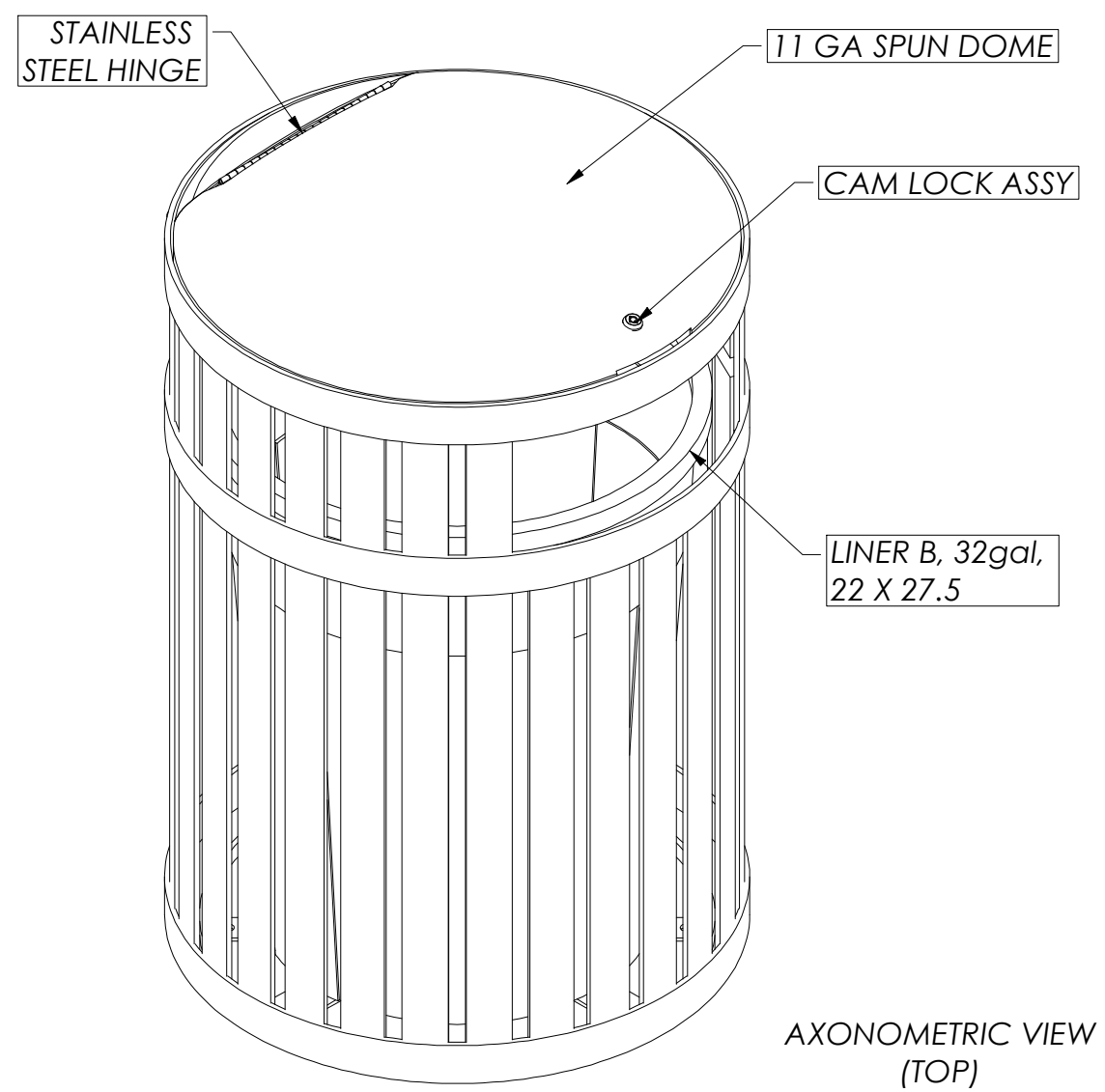
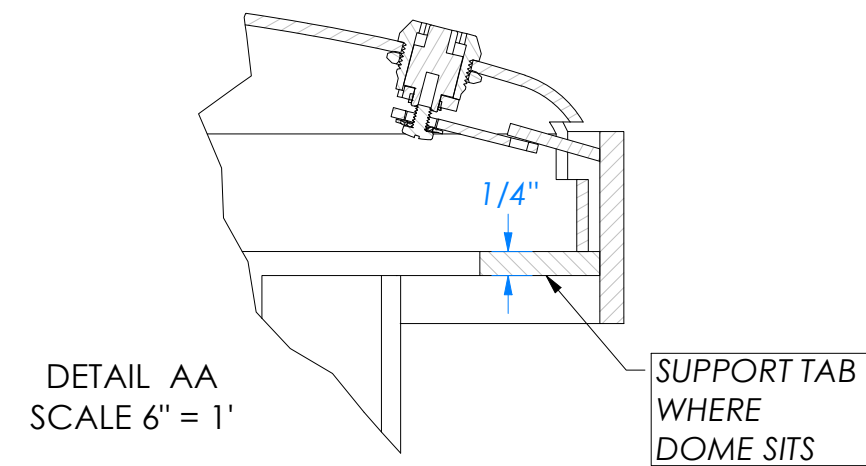
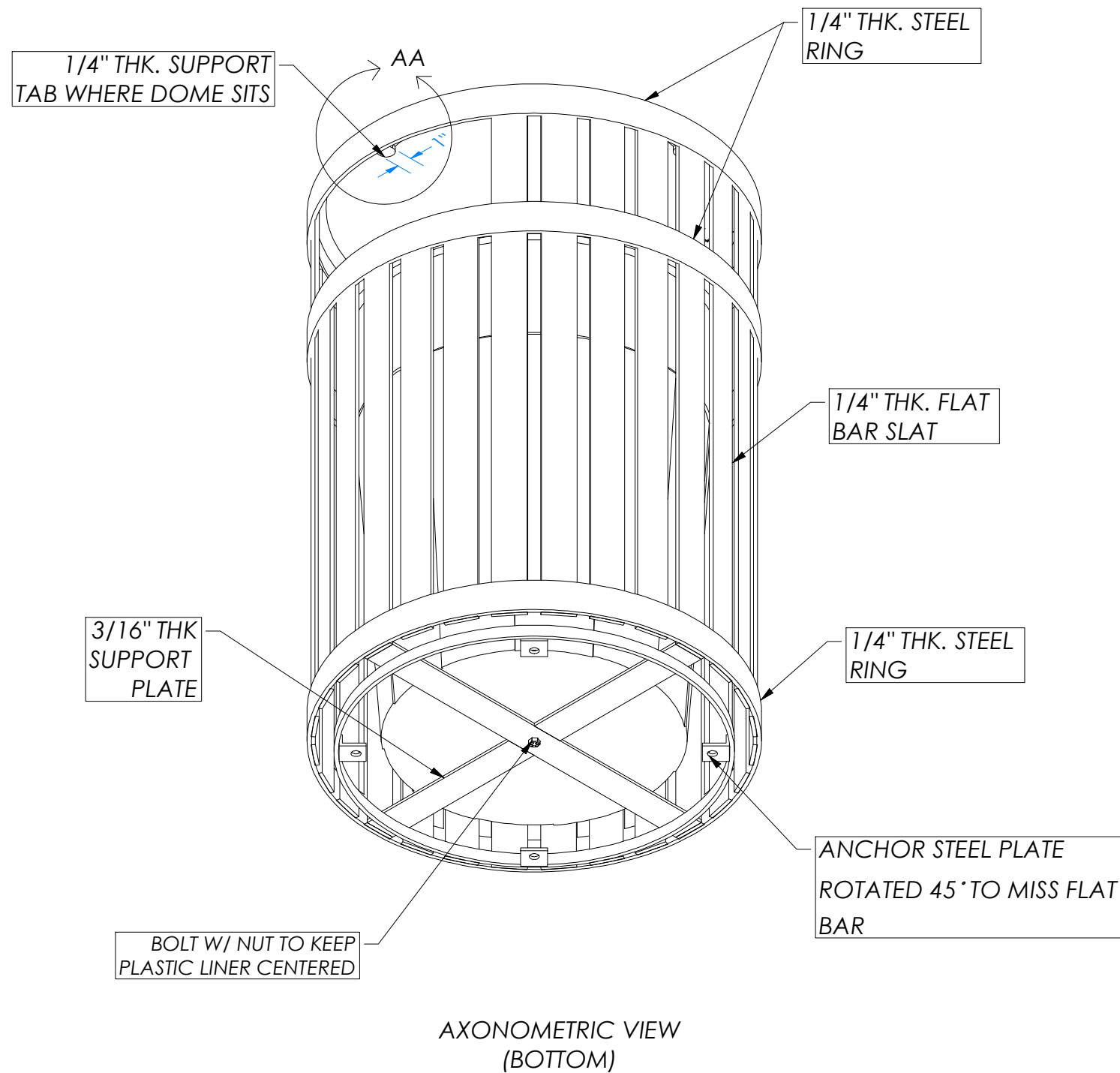
DETAIL U
SCALE 3 1/2" = 1'-0"

NOTES:
 BENCHES ARE TO BE ANCHOR BOLTED TO THE SIDEWALK WITH VANDAL RESISTANT HARDWARE.



AXONOMETRIC VIEW

Project Name: County of Los Angeles		 <p>15542 Broadway Center Street Gardena, CA 90248 TEL. 310 978 2000 Sales@lnisigns.com</p> <p><small>NOTE: All drawings, specifications and other documents prepared by the LNI and LNI consultants are Instruments of Service and LNI and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service are for use solely with respect to this Project and may not be shown to anyone outside your organization, nor are they to be used, reproduced, copied, or exhibited by you in any fashion without LNI's express written consent.</small></p>	Rev	Date	Revision Description	Sheet
Address: 2475 Lemon Avenue			1	05/13/2024	CAM LOCK ASSY ADDED	A.1
City / State: Signal Hill, CA 90755			2	05/13/2024	STAINLESS STEEL HINGE ADDED	
Sales Person: Gus			3	05/13/2024	DOME OPENING REMOVED & CONVEX DOME	
Drawn by: Edgar		4	05/13/2024	REMOVE 2 SLAT ON BOTH SIDES		
Project #: 24011		Checked by: Carlos		Approved by: Carlos		
File Name: Solar Bus Shelter		Scale: Noted		Date: 05/13/2024		



Project Name: County of Los Angeles
 Address: 2475 Lemon Avenue
 City / State: Signal Hill, CA 90755
 Sales Person: Gus
 Drawn by: Edgar

ARCHITECTURAL DETAILS

Project #: 24011
 File Name: Solar Bus Shelter
 Scale: Noted

Checked by: Carlos
 Approved by: Carlos
 Date: 05/13/2024

LNI
 Custom Manufacturing.

15542 Broadway Center Street
 Gardena, CA 90248
 TEL. 310 978 2000
 Sales@lnisigns.com

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Rev	Date	Revision Description

Sheet
A.2



PUBLIC HEALTH PERMIT/LICENSE APPLICATION

Environmental Health Division

5050 Commerce Drive, Baldwin Park, CA 91706

www.publichealth.lacounty.gov/eh

(888) 700-9995



Please fill out each section completely by printing or completing fillable PDF. See [page 2](#) for instructions, list of required documents to be submitted with your application, and instructions for payment.

Date of Application: _____

Select One: New Business Add Vehicle

First Date of Operation: _____

Change of Ownership Closing Business Closure Date: _____

BUSINESS TYPE	A separate application is required for each business type. Businesses noted with a red asterisk (*) also require a supplemental application to be completed. These can be found on our website at http://publichealth.lacounty.gov/eh/about/permit.htm .		
<input type="checkbox"/> Animal Keeper* <input type="checkbox"/> Boarding Home <input type="checkbox"/> Body Art* <input type="checkbox"/> Cannabis* <input type="checkbox"/> Commercial Laundry* <input type="checkbox"/> Certified Farmers Market <input type="checkbox"/> Condominiums	<input type="checkbox"/> Food Facility <input type="checkbox"/> Garment Manufacturing* <input type="checkbox"/> Hotel or Motel* <input type="checkbox"/> Interim Housing Facility <input type="checkbox"/> Laundry Self-service <input type="checkbox"/> Massage Establishment* <input type="checkbox"/> Mobile Food Facility*	<input type="checkbox"/> Public Swimming Pool <input type="checkbox"/> Residential Hotel/Single Room Occupancy <input type="checkbox"/> Self-hauler (Municipal Solid Waste)* <input type="checkbox"/> Sewage Pumper Truck <input type="checkbox"/> Shared Kitchen Complex* <input type="checkbox"/> Solid Waste Facility <input type="checkbox"/> Theater	<input type="checkbox"/> Toilet Rental Agency <input type="checkbox"/> Vending Machine <input type="checkbox"/> Waste Collector* <input type="checkbox"/> Water Systems (Public) <input type="checkbox"/> Wiping Rag Facility*
Other: _____			

BUSINESS INFORMATION	LEGAL NAME OF BUSINESS (DBA): _____		
Business Street Address	Unit	City	Zip
Phone	Email Address (for Reports & Communications)		Website address
Hours of Operation:	<input type="checkbox"/> 24 Hrs. Open: M: _____ T: _____ W: _____ Th: _____ F: _____ Sa: _____ Su: _____ Closed: M: _____ T: _____ W: _____ Th: _____ F: _____ Sa: _____ Su: _____		

OWNERSHIP INFORMATION	Type: <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		
Name	Phone	Email	
OWNER 1:			
OWNER 2:			
Emergency Contact:			

BILLING INFORMATION	<input type="checkbox"/> Use business address for billing <input type="checkbox"/> Send billing to address below:			
Street Address	Unit	City	State	Zip

TERMS	I HEREBY SUBMIT THIS APPLICATION FOR A PUBLIC HEALTH PERMIT/LICENSE to conduct the above-mentioned business, occupation or other activity in accordance with the laws, ordinances, and regulations that are now or may hereafter be in force pertaining to the above-identified facility. I certify that I am the owner or authorized representative of this business and that all statements are true to the best of my knowledge. After issuance of the public health permit/license, I hereby consent to all necessary inspections conducted by the Department of Public Health, Environmental Health Division.
<p>I understand that Public Health Permits/License are not transferable and non-refundable. I understand that refunds may be considered only when funds are collected in excess, erroneously, or as double payment. I shall notify this agency in writing if I transfer ownership, discontinue operation or change the billing address. I understand that failure to do so may result in an obligation to pay additional penalties.</p> <p>I understand that a failure to maintain a current Public Health Permit/License may result in the closure of the facility, pursuant to Los Angeles County Code, California Health and Safety Code, and/or applicable local ordinances.</p> <p>I understand that any construction, alteration or repair, including, but not limited to, equipment changes or alterations, a menu change, or change in method of operation requires review and approval by Department of Public Health, Environmental Health Division.</p>	<p>Print Name: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>

OFFICE USE ONLY			
Amount Owed:	(To be determined by Specialist on date of approval)	Payment Due By:	SR #:
PE Code:	PE Description:	Billing Status:	Invoice #:

Welcome to Los Angeles County! Our goal at Environmental Health is to partner with you to ensure that your facility meets all regulatory health and safety requirements. Obtaining your Public Health Permit or License is the first step.

INSTRUCTIONS

1. Please print or complete using fillable PDF.
2. All fields must be completed. Enter N/A if a field is not applicable to the business. If the information entered is the same for multiple fields, such as the Billing Mailing Address, reenter that information – do not use “same as above.”
3. Fill out the date of the application, first date that your facility starts or started operation, and indicate if this is application is for a NEW facility or for a Change of Ownership.
4. Check the type of business you are applying for. For businesses that have a red asterisk (*) you will also need to submit a Supplemental Application that asks specific information for that facility type. Applications can be found on our website at <http://publichealth.lacounty.gov/eh/about/permit.htm>.
5. Provide the business: name, address, phone, email, website, and hours of operation. The business email will be where inspection reports will be sent to and where Public Health may send communications.
6. Indicate the type of ownership and provide the owner’s name(s), phone and email. Include an emergency contact.
7. Indicate if the billing address is the same as the business address. If not, provide the desired billing address.
8. Read all information in the Terms section and acknowledge by printing your name and signing the application.

ADDITIONAL DOCUMENTS

The following documents must be submitted to process your request:

- ✓ Completed **Supplemental Application** – only for businesses with a red asterisk * on page 1 of the application
- ✓ Copy of the supporting documentation of the “person” who is legally responsible for the operation of the business:
 - **Sole Proprietor or Partnership** – a current driver’s license, state issued identification card, or Foreign Consulate Identification Card for each owner
 - **Limited Partnership (LP)** - Certificate of Limited Partnership
 - **Limited Liability Partnership (LLP)** - Limited Liability Partnership (LLP) Registration
 - **Corporation** - Articles of Incorporation, including a list of the officers’ names and titles
 - **Limited Liability Company (LLC)** - Articles of Organization
- ✓ For corporations, include copy of:
 1. **Employer identification Number (EIN) statement from IRS, AND**
 2. CA Secretary of State **Statement of Information.**
- ✓ Copy of **Business License Application** or **Seller’s Permit**

SUBMISSION AND PAYMENT

The application(s), supporting documents, and payment can be submitted in person, by mail, or by email as noted below. Failure to submit the completed application and payment of the permit or license will impede the issuance of the permit or may result in the closure of the facility and may be subject to a penalty not to exceed three times the cost of the permit.

Online	Mail	In Person
Customers can pay online using their Credit Card (Visa, MasterCard, American Express, or Discover), Debit Card, and Electronic Check (ECheck). Please note that there is additional convenience fee charge using online payment. Contact us at (626) 430-5350 or ehpermits@ph.lacounty.gov for more information.	Send your Check, Cashier's Check, or Money Order, payable to the County of Los Angeles , to: Department of Public Health PO Box 54978 Los Angeles, CA 90054-0978	Customers may make payments in person at Environmental Health office locations throughout Los Angeles County. Acceptable forms of payment in-person include Cash, Check, Cashier's Check, or Money Order. Payments will be accepted between the hours of 8:00 am - 4:30 pm, Monday through Friday. Cash payments may only be in person, and in the exact amount due. Check our website for locations at http://publichealth.lacounty.gov/eh/

The Public Health Permit/License, once issued, is nontransferable. A permit/license is only valid for the person, location, type of activity and time period indicated. Refunds may be considered only when funds are collected in excess, erroneously, or as double payment.

INFORMATION SECURITY

All owner personal information (phone, email) on applications is kept confidential. Do not provide a copy of your Driver’s License or Identification through email unless you have received an encrypted email from a Department of Public Health team member first. The subject line of the encrypted email will include this text: **[SECURE]**. Your documents can be submitted safely by replying to the **[SECURE]** email and attaching your documents.

If you have any questions, please contact the Environmental Health Division at **(888) 700-9995**.



PUBLIC HEALTH PERMIT/LICENSE APPLICATION SOLID WASTE MANAGEMENT PROGRAM

Environmental Health Division
5050 Commerce Drive, Baldwin Park, CA 91706

www.publichealth.lacounty.gov/eh

(626) 430-5540



PART I. GENERAL BUSINESS/OPERATION INFORMATION

Check all that applies: New Waste Collection Operation/Business Waste Collector Vehicles Waste Collector Yard

TERMS

THE FOLLOWING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. AS CONDITIONS FOR THE GRANTING OF THIS PERMIT. I (WE) AGREE TO SUBMIT ANY ADDITIONAL INFORMATION THAT MAY BE REQUIRED BY THE ENFORCEMENT AGENCY. I (WE) AGREE TO CONDUCT ALL PHASES OF THE BUSINESS AND TO MAINTAIN ALL EQUIPMENT USED IN CONJUNCTION WITH THE BUSINESS IN CONFORMANCE WITH ALL APPLICABLE LAWS, REGULATIONS, AND ENACTMENTS."

Signature:

Date:

Print Name:

Title:

PART II. LIST OF WASTE COLLECTOR VEHICLE/EQUIPMENT INFORMATION TO BE PERMITTED

Total Number of Collection Vehicles to be permitted:

LIST OF VEHICLES

	MAKE	YEAR	LICENSE NUMBER	VIN	SERVICE/USE TYPE (Residential, Commercial, Industrial, Demolition, Debris)	VEHICLE TYPE (Front Loader, Rear Loader, Side Loader, Roll-off)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						

Check here if additional vehicles are needed. Please go to PART III to add more vehicle(s) information(s).

FOR ENFORCEMENT AGENCY USE ONLY

APPLICATION PACKAGE

APPLICATION PACKAGE		APPLICATION STATUS	
Date Received:		<input type="checkbox"/> Approved	Date:
Date Accepted:		<input type="checkbox"/> Denied	Date:
Service Request (SR) #:		Reason for Denial:	
SR Entered by:			
SR Date:			
FA #:	PR #:		



PUBLIC HEALTH PERMIT/LICENSE APPLICATION SOLID WASTE MANAGEMENT PROGRAM

Environmental Health Division
5050 Commerce Drive, Baldwin Park, CA 91706
www.publichealth.lacounty.gov/eh
(626) 430-5540



PART II. LIST OF WASTE COLLECTOR VEHICLE/EQUIPMENT INFORMATION TO BE PERMITTED

Total Number of Collection Vehicles to be permitted:

LIST OF VEHICLES (Continued)

MAKE	YEAR	LICENSE NUMBER	VIN	SERVICE/USE TYPE (Residential, Commercial, Industrial, Demolition, Debris)	VEHICLE TYPE (Front Loader, Rear Loader, Side Loader, Roll-off)
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					
38.					
39.					
40.					
41.					
42.					
43.					
44.					



PUBLIC HEALTH PERMIT/LICENSE APPLICATION SOLID WASTE MANAGEMENT PROGRAM

Environmental Health Division
5050 Commerce Drive, Baldwin Park, CA 91706
www.publichealth.lacounty.gov/eh
(626) 430-5540



RECORD OF OPERATOR QUALIFICATIONS

OPERATOR
QUALIFICATIONS

PURSUANT TO THE COUNTY OF LOS ANGELES ORDINANCE 20.72.040 – WASTE COLLECTOR QUALIFICATIONS. BEFORE A WASTE COLLECTOR PERMIT MAY BE ISSUED, PROOF MUST BE SUBMITTED TO THE ENFORCEMENT AGENCY TO ESTABLISH THAT THE WASTE COLLECTOR HAS ADEQUATE FINANCIAL RESOURCES AND EXPERIENCE TO PROPERLY CONDUCT THE OPERATION AUTHORIZED. THE FACTS NEEDED TO ESTABLISH THIS PROOF SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

1. THE FILING OF A \$2,500 PERFORMANCE BOND OR EQUIVALENT SECURITY WITH THE ENFORCEMENT AGENCY TO REMAIN IN EFFECT FOR THE TERM OF THE PERMIT.
2. EVIDENCE SUBMITTED TO THE ENFORCEMENT AGENCY THAT THE WASTE COLLECTOR HAS EXPERIENCE SUFFICIENT TO MEET THE NEEDS OF WASTE COLLECTION ACTIVITIES.

BOND
INFORMATION

In order to comply with the above please provide the following information:

Bonding Company Name:

Address:

City:

**Zip
Code:**

Telephone Number(s):

Bond Number:

Expiration Date:

Date Bond Filed:

Bond Amount:

NOTE: A COPY OF THE PERFORMANCE BOND, MADE PAYABLE TO THE COUNTY OF LOS ANGELES, MUST BE FILED WITH THE ENFORCEMENT AGENCY

BANK/LOAN
CERTIFICATE

In lieu of a performance bond, you may file with the enforcement agency a bank or savings and loan certificate. These must be in an amount not less than \$2,500. Payable to the county of Los Angeles. If you utilize this option, please complete the following:

Name of Bank, Savings and Loan, or Credit Union:

Branch Address and Telephone Number:

Name of Branch Manager:

Certified or Cashier's Check No.:

Amount (\$):

Savings & Loan Certificate No.:

Amount (\$):

Share Number:

RECORD OF COMPANY
EXPERIENCE

Public liability and property damage insurance carrier information:

Name:

**Telephone
Number:**

Policy Number:

Address:

City:

**Zip
Code:**

Workman's compensation insurance carrier information:

Name:

**Telephone
Number:**

Policy Number:

Address:

City:

**Zip
Code:**

List five (5) credit references (bank, suppliers, etc.)

	NAME	TELEPHONE NUMBER	ADDRESS
1.			
2.			
3.			
4.			
5.			

2. How long has the firm been in the waste collection business?

Number of years: _____ Number of months: _____ Start date of business? _____

2. Does the firm currently hold any contracts of franchises in cities or other counties?

Yes

No

If yes, list each along with the name, address, and telephone number of the person responsible for the administration of the contract or franchise and how long the firm has held the contract or franchise (see page 4).



PUBLIC HEALTH PERMIT/LICENSE APPLICATION SOLID WASTE MANAGEMENT PROGRAM

Environmental Health Division
5050 Commerce Drive, Baldwin Park, CA 91706
www.publichealth.lacounty.gov/eh
(626) 430-5540



FRANCHISE CONTRACT INFORMATION	<i>Continuation for record of operator qualifications:</i>		
	1st FRANCHISE CONTRACT		
	Name of Responsible Person		
	Address	City:	Zip Code:
	Telephone Number		
	Contact Period		
	2nd FRANCHISE CONTRACT		
	Name of Responsible Person		
	Address	City:	Zip Code:
	Telephone Number		
	Contact Period		
	3rd FRANCHISE CONTRACT		
	Name of Responsible Person		
	Address	City:	Zip Code:
	Telephone Number		
	Contact Period		
	4th FRANCHISE CONTRACT		
	Name of Responsible Person		
	Address	City:	Zip Code:
	Telephone Number		
Contact Period			
<input type="checkbox"/> Check here if additional franchise contract information(s) are needed to be listed here. Include the attachment page(s) with the application package.			

Bond Number:

WASTE COLLECTORS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that we,

_____ ,

(PRINCIPAL)

Business address _____ ,

as principal, and _____ ,

(SURETY)

a _____ corporation, authorized to transact a Surety business, as

(STATE)

Surety, business address _____ ,

are held and firmly bound unto the **County of Los Angeles** State of California, in the sum of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**, for the payment of which well and truly to be made we bind ourselves jointly and severally by these presents.

The condition of the foregoing obligation is that:

WHEREAS said Principal is to be issued a Waste Collector Permit by the County of Los Angeles for the collection and disposal of solid waste and is required by said County to give this bond in connection with the issuance of said permit.

NOW, THEREFORE, if the said Principal shall, while said permit is in full force and effect, well and truly do and perform all the covenants and obligations of said permit on its part to be done and performed at the time and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The Surety may cancel this bond after thirty day's notice by registered mail to the County Health Officer of Los Angeles County, addressed to Solid Waste Management Program, 5050 Commerce Drive, Baldwin Park, CA 91706, such notice to be signed by a duly authorized representative of the Surety.

In witness whereof, said Principal and said Surety have hereunto set their hands and seals this _____ day of _____, 20 ____.

By: _____
Principal







By: _____
Attorney – in – Fact

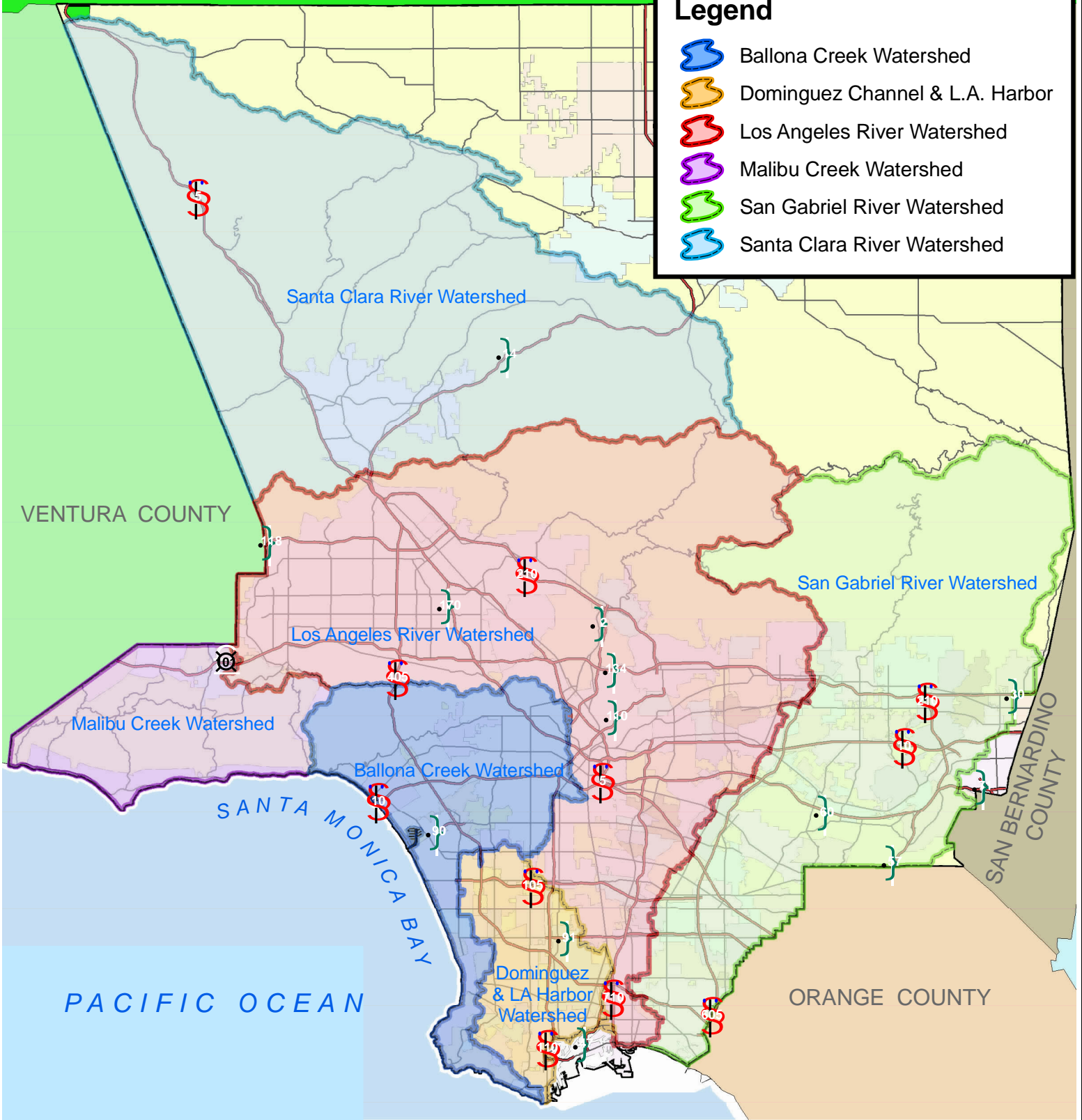
ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

EXHIBIT M LOS ANGELES COUNTY WATERSHED MAP

KERN COUNTY

Legend

-  Ballona Creek Watershed
-  Dominguez Channel & L.A. Harbor
-  Los Angeles River Watershed
-  Malibu Creek Watershed
-  San Gabriel River Watershed
-  Santa Clara River Watershed



COUNTY OF LOS ANGELES WATERSHED BOUNDARIES

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Exhibit K.1 - North County

ATTACHMENT 13

Non-advertising Bus Stop Shelter Locations

Shelter ID #	Dir.	Street	Corner	Cross Street	Map ref.	Route	PSA Panels	Shelter Type	Watershed
NC 1	SB	110TH ST E	FS	AVE R-10	4288-E2	AVTA-LLA EX	0	Marv. Perf.	Antelope Valley
NC 2	SB	110TH ST E	FS	AVE R-14	4288-E3	AVTA-LLA EX	0	Marv. Perf.	Antelope Valley
NC 3	SB	110TH ST E	FS	AVE R-8	4288-E2	AVTA-LLA EX	0	Marv. Perf.	Antelope Valley
NC 4	SB	160TH ST E	FS	AVE Q	4199-F6	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 5	NB	160TH ST E	FS	AVE Q	4199-F6	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 6	NB	170TH ST E	NS	Avenue P	4199-H4	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 7	NB	170th St. E (#1)	MB	Park Valley/Ave O(Town Center P	4199-H2	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 8	NB	170th St. E (#2)	MB	Park Valley/Ave O(Town Center P	4199-H2	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 9	SB	170th Street E	MB	Av. M-4& M-8	4109-G6	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 10	SB	170th Street E	FS	Ave. M-8(300' S)	4109-H6	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 11	SB	50TH ST W	FS	AVE L	4104-H4	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 12	NB	50TH ST W	NS	AVE L	4104-H4	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 13	SB	50TH ST W	FS	AVE L-12	4104-H5	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 14	SB	50TH ST W	FS	AVE L-4	4104-H4	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 15	SB	50TH ST W	FS	AVE L-8	4101-H5	AVTA-5, 7	0	Marv. shltr	Antelope Valley
NC 16	NB	50TH ST W	NS	AVE L-8	4104-H5	AVTA-5	0	Marv. shltr	Antelope Valley
NC 17	SB	50TH ST W	FS	AVE M-8	4104-H7	AVTA-7	0	Marv. shltr	Antelope Valley
NC 18	SB	50th St W	NS	Avenue M / Columbia WY	4104-H6	AVTA-5, 7	0	Marv. shltr	Antelope Valley
NC 19	NB	50th St W	FS	Avenue M / Columbia WY	4104-H6	AVTA	0	Marv. Perf.	Antelope Valley
NC 20	NB	50th St W	FS	Avenue L-12	4104-H5	AVTA-5, 7	2	Marv. shltr	Antelope Valley
NC 21	SB	50th St W	FS	Avenue M / Columbia WY	4104-H6	AVTA-7	2	Marv. shltr	Antelope Valley
NC 22	SB	65th St. W	NS	Avenue M(Columbia)	4104-E6	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 23	EB	E Ave N	FS	167th		AVTA	0	Marv. shltr	Antelope Valley
NC 24	EB	E Ave N	FS	158TH ST		AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 25	SB	96TH ST E	FS	AVE S	4288-B3	AVTA	0	Marv. shltr	Antelope Valley
NC 26	SB	96TH ST E	NS	AVE S-12	4288-B5	AVTA	0	Marv. shltr	Antelope Valley
NC 27	SB	96TH ST E	FS	AVE S-8	4288-B4	AVTA	0	Marv. shltr	Antelope Valley
NC 28	SB	96TH ST E	FS	AVE T	4288-B5	AVTA	0	Marv. shltr	Antelope Valley
NC 29	SB	96TH ST E	FS	AVE T-8	4288-B6	AVTA	0	Marv. shltr	Antelope Valley
NC 30	EB	AVE L	NS	42ND ST W	4104-J4	AVTA	0	Marv. shltr	Antelope Valley
NC 31	EB	AVE L	NS	45th St W	4104-J4	AVTA	0	Marv. Perf.	Antelope Valley
NC 32	EB	AVE L-8	NS	55TH ST W	4104-G5	AVTA	0	Marv. shltr	Antelope Valley
NC 33	EB	AVE N	FS	158TH ST E	4109-E7	AVTA	0	Marv. shltr	Antelope Valley
NC 34	WB	AVE P-8	FS	163RD ST E	4199-F5	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 35	EB	AVE P-8	FS	163RD ST E	4199-F5	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 36	WB	AVE P-8	NS	FRONTIER CIRCUS ST.	4199-G5	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 37	WB	AVE R	FS	105TH ST E	4288-D1	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 38	WB	Ave R	NS	100th St E	4288-B1	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 39	WB	Ave R	FS	110TH ST E	4288-E1	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 40	WB	AVE S	FS	102ND ST E	4288-C3		0	Marv. shltr	Antelope Valley
NC 41	WB	AVE S	NS	105TH ST E	4288-D3	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 42	WB	AVE S	FS	107TH ST E	4288-D3	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 43	WB	Ave S	FS	100th St E	4288-C3	AVTA-LLA EX	0	Marv. shltr	Antelope Valley
NC 44	NB	Bouquet Canyon Rd	inside	29980 Bouquet Cyn	4461-G2		0	Marv. Perf.	Santa Clara River
NC 45	SB	BOUQUET CYN RD	NS	29021 Bouquet Cyn (MOBILE	4461-F3		0	Marv. Perf.	Santa Clara River
NC 46	EB	Columbia Way	NS	52ND ST W	4104-G6	AVTA-5	0	Marv. Perf.	Antelope Valley
NC 47	EB	Columbia Way	FS	55TH ST W	4104-G6	AVTA-5	0	Marv. Perf.	Antelope Valley
NC 48	EB	Columbia Way	FS	60TH ST W	4104-F6	AVTA-5	0	Marv. Perf.	Antelope Valley

Exhibit K.1 - North County

Non-advertising Bus Stop Shelter Locations

NC 49	EB	Columbia Way	MB	AVE 60 ST W (1000 ft. E of)	4104-F6	AVTA-5	0	Marv. Perf.	Antelope Valley
NC 50	SB	DEL VALLE ROAD	FS	HASLEY CYN RD	4459-E5	S.C	0	Marv. Perf.	Santa Clara River
NC 51	NB	DEL VALLE ROAD	MB	SILVER ST (shelter #1)	4459-D6	S.C	0	Marv. Perf.	Santa Clara River
NC 52	NB	DEL VALLE ROAD	MB	SILVER ST (shelter #2)	4459-D6	S.C	0	Marv. Perf.	Santa Clara River
NC 53	WB	Hemingway Ave	MB	Anderson Ln/ Webster Av	4550-C7	S.C	0	Marv. Perf.	Santa Clara River
NC 54	NB	Hemingway Ave	FS	London Pl.	4550-C7	S.C	0	Marv. Perf.	Santa Clara River
NC 55	NB	Hemingway Ave	MB	Stevenson Ranch Pkwy/Perlman I	4550-C7	S.C	0	Marv. Perf.	Santa Clara River
NC 56	WB	Lake Hughes Rd	NS	Castaic Road	4369-G6	S.C	0	Marv. Perf.	Santa Clara River
NC 57	WB	Lake Hughes Rd	FS	Diamond Ln	4369-H6	S.C	0	Marv. Perf.	Santa Clara River
NC 58	WB	Lake Hughes Rd	FS	Ridge Route Rd	4369-H6	S.C	0	Marv. Perf.	Santa Clara River
NC 59	WB	PALMDALE BLVD	FS	158TH ST E	4199-E7	AVTA-LLA EX	0	Marv. Perf.	Antelope Valley
NC 60	EB	Parker Road	FS	The Old Road	4369-G7	SCT	0	Marv. Perf.	Santa Clara River
NC 61	EB	Parker Road	NS	Tobiah Pl	4369-G7	SCT	0	Marv. Perf.	Santa Clara River
NC 62	EB	Pearlbossom Hwy	FS	77th St E	4377-G1	AVTA-LLA EX	0	Marv. Perf.	Antelope Valley
NC 63	WB	Pearlbossom Hwy	FS	82nd St E	4377-H1	AVTA 6, 15	0	Marv. Perf.	Antelope Valley
NC 64	EB	Plum Cyn. Rd.	FS	Golden Valley Rd.	4461-E6	SCT	0	Marv. Perf.	Santa Clara River
NC 65	EB	Poe Pkwy	FS	Franklin Ln	4640-B1	SCT	0	Marv. Perf.	Santa Clara River
NC 66	EB	Ridge Route Rd	FS	Castaic Road	4369-H7	SCT	0	Marv. Perf.	Santa Clara River
NC 67	EB	San Martinez Rd.	FS	Parker St.	4459 C6	SCT	0	Marv. shltr	Santa Clara River
NC 68	EB	San Martinez Rd.	FS	Parker St.	4459 C6	SCT	0	Marv. shltr	Santa Clara River
NC 69	SB	SIERRA HWY	NS	FITCH ST	4462-C6	SCT	0	Marv. Perf.	Santa Clara River
NC 70	SB	Sierra Hwy	trnard	Vasquez Cyn	4462-C5	SCT	0	Marv. shltr	Santa Clara River
NC 71	WB	Sloan Canyon Rd	FS	Nares Dr.	4369-G7	SCT	0	Marv. Perf.	Santa Clara River
NC 72	WB	Sloan Canyon Rd	FS	The Old Road	4369-G6	SCT	0	Marv. Perf.	Santa Clara River
NC 73	SB	The Old Road	FS	Opp. 25660 Old Rd	4640-D1	SCT	0	Marv. Perf.	Santa Clara River
NC 74	SB	THE OLD ROAD	NS	25720 The Old Road	4550-D7	SCT	0	Marv. Perf.	Santa Clara River
NC 75	SB	The Old Road	MB	Constitution Ave	4640-D1	SCT	0	Marv. Perf.	Santa Clara River
NC 76	SB	The Old Road	FS	Hillcrest Parkway	4459-H3	SCT	0	Marv. Perf.	Santa Clara River
NC 77	SB	The Old Road	NS	Opp. 25850 Old Road	4640-D1	SCT	0	Marv. Perf.	Santa Clara River
NC 78	SB	The Old Road	FS	Pico Canyon Rd	4640-D1	SCT	0	Marv. Perf.	Santa Clara River
NC 79	SB	THE OLD ROAD	FS	Sagecrest Cir.	4640-E1	SCT	0	Marv. Perf.	Santa Clara River

No. of shelters
w/out PSA panels
77

No. of shelters with
PSA panels
2

**Exhibit K.2 - North County
Non-advertising Bus Bench Locations**

Loc. #	Bench #	Location	SD	Street	Cross Street	Direction	Corner	No. of units	TR	Wire mesh TR	Map ref.	Comment (before non-ad bench installed)
1		Quartz Hill	5	50th St West	Avenue M-8	NB	FS	1				
2		Sun Village	5	110th St E	Avenue R-4	NB	FS	1	1			
3		Lake Los Angeles	5	Ave N	158th St E	EB	FS	1	1			
4		Lake Los Angeles	5	Ave N-8	158th St E	WB	FS	1	1			
5		Lake Los Angeles	5	Ave N-8	162nd St E	WB	FS	1	1			
6		Lake Los Angeles	5	Ave N-8	170th St E	WB	FS	1	1			
7		Santa Clarita	5	Commerce Center Dr	Industry Dr	SB	FS	1	1		4459-G6	
8		Santa Clarita	5	Commerce Center Dr	Witherspoon/Indus	NB	MB	1	1		4459-G6	
9		Santa Clarita	5	Commerce Center Dr	Witherspoon Pkwy	NB	FS	1	1		4459-G6	
10		Santa Clarita	5	Commerce Center Dr	Witherspoon Pkwy	SB	FS	1	1		4459-G6	
11		Santa Clarita	5	Commerce Center Dr	Harrison Pkwy	NB	NS	1	1		4459-G7	
12		Santa Clarita	5	Commerce Center Dr	Harrison Pkwy	SB	FS	1	1		4459-G7	
13		Santa Clarita	5	Commerce Center Dr	Middleton	SB	FS	1	1			
14		Santa Clarita	5	Commerce Center Dr	Franklin Pkwy	NB	NS	1	1		4459-G7	
15		Santa Clarita	5	Commerce Center Dr	Franklin Pkwy	SB	FS	1	1		4459-G7	
16		Santa Clarita	5	Magic Mountain Pky	Magic Mountain Exit	EB	NS	1				
17		Santa Clarita	5	Commerce Center Dr	Highway 126	NB	FS	1	1		4459-G7	
18		Santa Clarita	5	Hasley Canyon Rd	Hasley Cyn Village	WB	FS	1	1		4459-H5	
19		Santa Clarita	5	Hasley Canyon Rd	Hasley Cyn Village	EB	NS	1	1		4459-H5	
20		Santa Clarita	5	Magic Mountain Pkwy	Magic Mountain Ex	EB	NS	1				
21		Sun Village	5	Palmdale Blvd	100th St E	WB	FS	1	1			
22		Santa Clarita	5	Magic Mountain Pky	Chaparral Rd	WB	NS	1	1			
23		Castaic	5	Parker Rd.	Sloan Canyon Dr	EB	FS	1	1		4369-G7	
24		Santa Clarita	5	Ridge Route Rd	Castaic/Violin Cyn	NB	MB	1	1		4369-H6	
25		Santa Clarita	5	Stevenson Ranch Pkwy	The Old Road	EB	NS	1	1		4550-D6	
26		Santa Clarita	5	Stevenson Ranch Pkwy	The Old Road	WB	FS	1	1		4550-D6	
27		Santa Clarita	5	Stevenson Ranch Pkwy	Huston St	NB	FS	1				
28		Santa Clarita	5	Sierra Hwy	Education	NB	NS	1	1			
29		Santa Clarita	5	Stevenson Ranch Pkwy	Steinbeck	EB	FS	1	1			
30		Santa Clarita	5	The Old Road	25590 The Old Road	NB	FS	2	1		4550-D6	
31		Santa Clarita	5	The Old Road	25636 The Old Road	NB	FS	2	1		4550-D6	
32		Santa Clarita	5	The Old Road	25820 The Old Road	NB	FS	2	1		4550-D7	
33		Santa Clarita	5	The Old Road	25860 The Old Road	NB	FS	2	1		4550-D6	
34		Santa Clarita	5	The Old Road	Constitution Av.	NB	FS	1	1		4550-D7	
35		Santa Clarita	5	The Old Road	Hillcrest Pkwy	NB	NS	1	1		4459-H3	
36		Santa Clarita	5	The Old Road	Parker Rd	SB	FS	1	1		4459-h3	
37		Santa Clarita	5	The Old Road	Pico Canyon Rd.	NB	NS	1	1		4640-D1	
38		Santa Clarita	5	The Old Road	Pico Cyn / Constitu	NB	MB	1	1		4640-D1	
39		Santa Clarita	5	The Old Road	Chiquella Ln	NB	FS	1			4640-E1	
40		Santa Clarita	5	The Old Road	Sedona Way	SB	NS	1	1		4459-H4	
41		Santa Clarita	5	The Old Road	Sedona Way	NB	FS	1	1		4459-H4	
42		Castaic	5	The Old Road	Sloan Canyon Dr	SB	FS	1	1		4369-G6	

EXHIBIT K.3 - NORTH COUNTY
TRASH RECEPTACLE LOCATIONS

ATTACHMENT 15

NO.	STREET	CROSS STREET	DIR	Near/ Far Side	WATERSHED	MAP REF.	Other non- ad items	NPDES
1	110TH ST E	AVE R-10	SB	FS	Antelope Valley	4288-E2	N. Cty shltr	N
2	110TH ST E	AVE R-14	SB	FS	Antelope Valley	4288-E3	N. Cty shltr	N
3	110TH ST E	AVE R-8	SB	FS	Antelope Valley	4288-E2	N. Cty shltr	N
4	110th St E	Avenue R-4	NB	FS	Antelope Valley		1 bench	N
5	160TH ST E	AVE Q	NB	FS	Antelope Valley	4199-F6	N. Cty shltr	N
6	160TH ST E	AVE Q	SB	FS	Antelope Valley	4199-F6	N. Cty shltr	N
7	170TH ST E	Avenue P	NB	NS	Antelope Valley	4199-H4	N. Cty shltr	N
8	170TH ST E	Avenue P	SB	NS	Antelope Valley	4199-H4	N. Cty shltr	N
9	170th St. E	Park Valley Ave / Ave O	NB	MB	Antelope Valley	4199-H2	N. Cty shltr	N
10	170th St. E	Park Valley Ave / Ave O	NB	MB	Antelope Valley	4199-H2	N. Cty shltr	N
11	170th Street E	Av. M-4& M-8	SB	MB	Antelope Valley		N. Cty shltr	N
12	170th Street E	Ave. M-8(300' S)	SB	FS	Antelope Valley		N. Cty shltr	N
13	50TH ST W	AVE L	NB	NS	Antelope Valley	4104-H4	N. Cty shltr	N
14	50TH ST W	AVE L	SB	FS	Antelope Valley	4104-H4	N. Cty shltr	N
15	50TH ST W	AVE L-12	SB	FS	Antelope Valley	4104-H5	N. Cty shltr	N
16	50TH ST W	AVE L-4	SB	FS	Antelope Valley	4104-H4	N. Cty shltr	N
17	50TH ST W	AVE L-8	NB	NS	Antelope Valley	4104-H5	N. Cty shltr	N
18	50TH ST W	AVE M-8	SB	FS	Antelope Valley	4104-H7	N. Cty shltr	N
19	50th St W	Avenue L-12	NB	FS	Antelope Valley	4104-H5	N. Cty shltr	N
20	50th St W	Avenue L-8	SB	FS	Antelope Valley	4104-H5	N. Cty shltr	N
21	50th St W	Avenue M	SB	FS	Antelope Valley	4104-H6	N. Cty shltr	N
22	50th St W	Avenue M	SB	NS	Antelope Valley	4104-H6	N. Cty shltr	N
23	50TH ST W	Avenue M/ Columbia W	NB	FS	Antelope Valley	4104-H6	N. Cty shltr	N
24	65th St. W	Avenue M(Columbia)	SB	NS	Antelope Valley	4104-E6	N. Cty shltr	N
25	82ND ST E	Pearblossom Hwy	NB	FS	Antelope Valley	4377-H1	N. Cty shltr	N
26	90TH ST E	PALMDALE BLVD	NB	NS	Antelope Valley	4197-J7	N. Cty shltr	N
27	96TH ST E	AVE S	SB	FS	Antelope Valley	4288-B3	N. Cty shltr	N
28	96TH ST E	AVE S-12	SB	NS	Antelope Valley	4288-B5	N. Cty shltr	N
29	96TH ST E	AVE S-8	SB	FS	Antelope Valley	4288-B4	N. Cty shltr	N
30	96TH ST E	AVE T	SB	FS	Antelope Valley	4288-B5	N. Cty shltr	N
31	96TH ST E	AVE T-8	SB	FS	Antelope Valley	4288-B6	N. Cty shltr	N
32	Ave L	42nd Street West	EB	NS	Antelope Valley	4106-J3	N. Cty shltr	N
33	Ave L	45th Street West	EB	NS	Antelope Valley	4104-J4	N. Cty shltr	N
34	Ave L	45th Street West	WB	NS	Antelope Valley	4104-J4	none	N
35	AVE L-8	55TH ST W	EB	NS	Antelope Valley	4104-G5	N. Cty shltr	N
36	Ave N	158th St E	EB	FS	Antelope Valley		1 bench	N
37	AVE N	162ND ST E	EB	FS	Antelope Valley	4109-F7	N. Cty shltr	N
38	Ave N-8	158th St E	WB	FS	Antelope Valley		1 bench	N
39	Ave N-8	162nd St E	WB	FS	Antelope Valley		1 bench	N
40	Ave N-8	170th St E	WB	FS	Antelope Valley		1 bench	N
41	AVE P-8	163RD ST E	EB	FS	Antelope Valley	4199-F5	N. Cty shltr	N
42	AVE P-8	163RD ST E	WB	FS	Antelope Valley	4199-F5	N. Cty shltr	N
43	AVE P-8	FRONTIER CIRCUS ST	WB	NS	Antelope Valley	4199-G5	N. Cty shltr	N
44	AVE R	105TH ST E	WB	FS	Antelope Valley	4288-D1	N. Cty shltr	N
45	AVE S	102ND ST E	WB	FS	Antelope Valley	4288-C3	N. Cty shltr	N
46	AVE S	105TH ST E	WB	NS	Antelope Valley	4288-D3	N. Cty shltr	N
47	AVE S	107TH ST E	WB	FS	Antelope Valley	4288-D3	N. Cty shltr	N
48	Avenue R	100th St E	WB	NS	Antelope Valley	4288-B1	N. Cty shltr	N
49	Avenue R	110TH ST E	WB	FS	Antelope Valley	4288-E1	N. Cty shltr	N
50	Avenue S	100th St E	WB	FS	Antelope Valley	4288-C3	N. Cty shltr	N
51	Bouquet Canyon Rd	29021 Bouquet Canyon	SB	NS	Santa Clara River	4461-E3	N. Cty shltr	Y
52	Bouquet Canyon Rd	29527 Bouquet Canyon	SB	FS	Santa Clara River	4461-G2	none	Y

EXHIBIT K.3 - NORTH COUNTY
TRASH RECEPTACLE LOCATIONS

ATTACHMENT 15

53	Bouquet Canyon Rd	29890 Bouquet Canyon	NB	inside	Santa Clara River	4461-G2	N. Cty shltr	Y
54	Chiquella Ln	The Old Road	NB	FS	Santa Clara River	4640-E1	none	Y
55	Chiquella Ln	The Old Road/Pico Cany	SB	MB	Santa Clara River	4640-E1	none	Y
56	Chiquito Canyon Rd	Lincoln Ave.	NB	NS	Santa Clara River	4459-C7	none	Y
57	Chiquito Canyon Rd	Taft Ct.	NB	NS	Santa Clara River	4459-C7	none	Y
58	Columbia Way	52ND ST W	EB	NS	Antelope Valley	4104-G6	N. Cty shltr	N
59	Columbia Way	55TH ST W	EB	FS	Antelope Valley	4104-G6	N. Cty shltr	N
60	Columbia Way	60TH ST W	EB	FS	Antelope Valley	4104-F6	N. Cty shltr	N
61	Columbia Way	AVE 60 ST W (1000 ft. E of)	EB	MB	Antelope Valley	4104-F6	N. Cty shltr	N
62	Commerce Center	Franklin Pkwy	NB	FS	Santa Clara River	4459-G7	1 bench	Y
63	Commerce Center	Franklin Pkwy	SB	FS	Santa Clara River	4459-G7	1 bench	Y
64	Commerce Center	Harrison Pkwy	NB	FS	Santa Clara River	4459-G7	1 bench	Y
65	Commerce Center	Harrison Pkwy	SB	FS	Santa Clara River	4459-G7	1 bench	Y
66	Commerce Center	Highway 126	NB	FS	Santa Clara River	4459-H7	1 bench	Y
67	Commerce Center	Industry Dr.	SB	FS	Santa Clara River	4459-G6	1 bench	Y
68	Commerce Center	Witherspoon Pkwy/ Ind	NB	MB	Santa Clara River	4459-G6	1 bench	Y
69	Commerce Center	Witherspoon Pkwy	NB	FS	Santa Clara River	4459-G6	1 bench	Y
70	Commerce Center	Witherspoon Pkwy	SB	FS	Santa Clara River	4459-G6	1 bench	Y
71	DEL VALLE ROAD	Hasley Canyon Rd.	NB	NS	Santa Clara River	4459-E5	none	Y
72	DEL VALLE ROAD	HASLEY CYN RD	SB	FS	Santa Clara River	4459-E5	N. Cty shltr	Y
73	DEL VALLE ROAD	SILVER ST (shelter #1)	NB	MB	Santa Clara River	4459-D6	N. Cty shltr	Y
74	DEL VALLE ROAD	SILVER ST (shelter #2)	NB	MB	Santa Clara River	4459-D6	N. Cty shltr	Y
75	Faulkner Dr.	Burke Pl.	EB	NS	Santa Clara River	4550-A7	none	Y
76	Faulkner Dr.	Forsythe Wy.	EB	FS	Santa Clara River	4550-A7	none	Y
77	Faulkner Dr.	Hemingway Ave.	EB	NS	Santa Clara River	4550-B7	none	Y
78	Faulkner Dr.	Hood Wy.	EB	FS	Santa Clara River	4550-B7	none	Y
79	Faulkner Dr.	Thurber Way	EB	FS	Santa Clara River	4550-A7	none	Y
80	Greenhill Dr.	Pinto Pl	SB	NS	Santa Clara River	4369-F5	none	Y
81	Hasley Canyon Rd.	Hasley Canyon Village	EB	NS	Santa Clara River	4459-H5	1 bench	Y
82	Hasley Canyon Rd.	Hasley Canyon Village	WB	FS	Santa Clara River	4459-H5	1 bench	Y
83	Hemingway	Anderson Ln. /Webster I	WB	MB	Santa Clara River	4550-C7	N. Cty shltr	Y
84	Hemingway	London Pl	WB	FS	Santa Clara River	4550-C7	N. Cty shltr	Y
85	Hemingway	Perlman/Stevenson Ran	WB	MB	Santa Clara River	4550-C7	N. Cty shltr	Y
86	Hemingway	Wilde Av.	WB	FS	Santa Clara River	4550-B7	none	Y
87	Kavenagh	Caroll Ln.	WB	FS	Santa Clara River	4550-B6	none	Y
88	Kavenagh	Hemingway Av.	WB	FS	Santa Clara River	4550-B7	none	Y
89	Kavenagh	Salinger Ln./ Twain Pl.	WB	MB	Santa Clara River	4550-B6	none	Y
90	Kavenagh Ln.	Baldwin Pl	WB	FS	Santa Clara River	4550-B6	none	Y
91	Lake Hughes Rd	Castaic Road	WB	NS	Santa Clara River	4369-G6	N. Cty shltr	Y
92	Lake Hughes Rd	Diamond Ln	WB	FS	Santa Clara River	4369-H6	N. Cty shltr	Y
93	Lake Hughes Rd	Ridge Route	WB	FS	Santa Clara River	4369-H6	N. Cty shltr	Y
94	Magic Mountain Pkw	The Old Road	WB	FS	Santa Clara River	4550-C2	none	Y
95	Mallory Dr.	Peacock Pl.	SB	FS	Santa Clara River	4550-A6	none	Y
96	Mallory Dr.	Waycott Wy.	SB	FS	Santa Clara River	4550-A6	none	Y
97	Palmdale Blvd	100th St E	WB	FS	Antelope Valley		1 bench	N
98	PALMDALE BLVD	158TH ST E	WB	FS	Antelope Valley	4199-E7	N. Cty shltr	N
99	Parker Rd	Sloan Canyon	EB	FS	Santa Clara River	4369-G7	1 bench	Y
100	Parker Rd	The Old Road	EB	FS	Santa Clara River	4369-G7	N. Cty shltr	Y
101	Parker Rd	Tobiah pl.	EB	NS	Santa Clara River	4369-G7	N. Cty shltr	Y
102	Pearblossom Hwy	77th St E	EB	FS	Antelope Valley	4377-G1	N. Cty shltr	N
103	Pearblossom Hwy	82nd St E	WB	FS	Antelope Valley	4377-G1	N. Cty shltr	N
104	Poe Pkwy	Franklin Ln.	EB	FS	Santa Clara River	4640-B1	N. Cty shltr	Y
105	Poe Pkwy	Stevenson Ranch Pkwy	EB	NS	Santa Clara River	4640-C1	none	Y
106	Poe Pkwy	Whitman St.	EB	FS	Santa Clara River	4640-B1	none	Y
107	Ridge Route Rd	Castaic Rd	EB	FS	Santa Clara River	4369-H7	Marv. Shltr	Y

EXHIBIT K.3 - NORTH COUNTY
TRASH RECEPTACLE LOCATIONS

ATTACHMENT 15

108	Ridge Route Rd.	OP 31657 Ridge Route	NB	MB	Santa Clara River	4369-H6	1 bench	Y
109	Royal Rd.	The Old Road	EB	NS	Santa Clara River	4369-G5	none	Y
110	San Martinez Rd.	Chiquito Canyon Rd.	EB	NS	Santa Clara River	4459-C6	none	Y
111	San Martinez Rd.	Neuraschel St.	EB	FS	Santa Clara River	4459-C6	none	Y
112	San Martinez Rd.	Parker Ave.	EB	FS	Santa Clara River	4459-C6	Marv. Shltr	Y
113	Sierra Hwy	Fitch Av.	SB	NS	Santa Clara River	4462-C6	N. Cty shltr	Y
114	Sierra Hwy	Sand Canyon	NB	FS	Santa Clara River	4462-C5	none	Y
115	Sierra Hwy	Sand Canyon	SB	FS	Santa Clara River	4462-C5	1 bench	Y
116	Sierra Hwy	Vasquez Canyon	SB	trnard	Santa Clara River	4462-C5	Marv. Shltr	Y
117	Sloan Canyon Rd	Nares Way	WB	FS	Santa Clara River	4369-G7	N. Cty shltr	Y
118	Sloan Canyon Rd	The Old Road	WB	FS	Santa Clara River	4369-G6	N. Cty shltr	Y
119	Stevenson Ranch Pl	Chisolm Ln.	NB	FS	Santa Clara River	4640-C1	none	Y
120	Stevenson Ranch Pl	Holmes Pl.	WB	FS	Santa Clara River	4550-D7	none	Y
121	Stevenson Ranch Pl	Huston / Hemingway Av	NB	MB	Santa Clara River	4550-C7	1 bench	Y
122	Stevenson Ranch Pl	Steinbeck Av.	NB	FS	Santa Clara River	4550-C7	1 bench	Y
123	Stevenson Ranch Pl	The Old Road	SB	FS	Santa Clara River	4550-D6	1 bench	Y
124	Stevenson Ranch Pl	The Old Road / Steinbec	NB	MB	Santa Clara River	4550-D6	1 bench	Y
125	The Old Road	25450 The Old Road	NB	NS	Santa Clara River	4550-D7	1 bench	Y
126	The Old Road	25590 The Old Road	NB	FS	Santa Clara River	4550-D7	1 bench	Y
127	The Old Road	25660 The Old Road	NB	FS	Santa Clara River	4550-D7	1 bench	Y
128	The Old Road	25850 The Old Road	NB	NS	Santa Clara River	4550-D7	1 bench	Y
129	The Old Road	25860 The Old Road	NB	FS	Santa Clara River	4550-D7	1 bench	Y
130	The Old Road	Constitution Av.	NB	FS	Santa Clara River	4550-D7	1 bench	Y
131	The Old Road	Constitution Av.	SB	MB	Santa Clara River	4550-D7	N. Cty shltr	Y
132	The Old Road	Hillcrest Parkway	SB	FS	Santa Clara River	4459-H3	N. Cty shltr	Y
133	The Old Road	Hillcrest Pkwy	NB	NS	Santa Clara River	4459-H3	1 bench	Y
134	The Old Road	OP 25660 The Old Road	SB	FS	Santa Clara River	4550-D7	N. Cty shltr	Y
135	The Old Road	OP 25720 The Old Road	SB	FS	Santa Clara River	4550-D7	N. Cty shltr	Y
136	The Old Road	OP 25850 The Old Road	SB	NS	Santa Clara River	4550-D7	N. Cty shltr	Y
137	The Old Road	Parker Rd	SB	FS	Santa Clara River	4369-G7	1 bench	Y
138	The Old Road	Pico Canyon	NB	NS	Santa Clara River	4640-D1	1 bench	Y
139	The Old Road	Pico Canyon	SB	FS	Santa Clara River	4640-D1	N. Cty shltr	Y
140	The Old Road	Sagecrest Cir	NB	IN	Santa Clara River	4640-E1	1 bench	Y
141	The Old Road	Sagecrest Cir	SB	FS	Santa Clara River	4640-E1	N. Cty shltr	Y
142	THE OLD ROAD	SEDONA WY	NB	FS	Santa Clara River	4459-H4	1 bench	Y
143	THE OLD ROAD	SEDONA WY	SB	NS	Santa Clara River	4459-H4	1 bench	Y
144	The Old Road	Sloan Canyon Rd	SB	FS	Santa Clara River	4369-G6	1 bench	Y
145	Victoria Rd.	The Old Road	WB	FS	Santa Clara River	4369-F5	none	Y
146	Magic Mountain Pkw	Chaparral Road	WB	NS	Santa Clara River	4549-H3	1 bench	Y
147	Commerce Center D	Middleton	SB	FS	Santa Clara River	4549-J2	1 bench	Y

30 No. of stand-alone receptacles
78 No. of receptacles adjacent to bus stop shelters
39 No. of receptacles adjacent to bus benches

147 Total

89 No. of receptacles in Santa Clara River Watershed (3x per week collection)
58 No. of receptacles in Antelope Valley Watershed (2x per week collection)

147

EXHIBIT K.4 - NORTH COUNTY
SOLAR LIGHT POLE LOCATIONS

ATTACHMENT 16

Auto No.	STREET1	STREET2	CRNR	POS	Direction	NS/FS	MAP REF.	SD	CITY	CARRIER
1	Columbia Way	60th St West	SS	E/O	EB	FS	4104-F6	5	Palmdale	AVTA-5
2	Sierra Highway	Vasquez Canyon Rd	WE	N/O	SB	NS		5	Santa Clarita	

PRICING SCHEDULE

NOT ATTACHED TO SAMPLE

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S CONTRACT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2025)

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 Certificate.

Note: You are encouraged to notify all employees whose wages for 2025 are less than \$68,675 that they 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 9, 2026.

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. Or you can go to 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 Form 1040.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2025 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 they must file a tax return to do so. For example, if an employee has no tax withheld in 2025 and owes no tax but is eligible for a credit of \$800, they must file a 2025 tax return to get the \$800 refund.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by _____ (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

CONTRACTOR'S PROPOSAL

NOT ATTACHED TO SAMPLE