COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

JAMES A. NOYES, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

June 5, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

WHITTIER BOULEVARD CLEAN-UP PROJECT
SUPERVISORIAL DISTRICT 1
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that service for enhanced maintenance along Whittier Boulevard in East Los Angeles can be more economically performed by an independent contractor than by County employees.

3. Award the contract for "Whittier Boulevard Clean-up Project" to Woods Maintenance Services, Inc., d.b.a., Hydro Pressure Systems/Graffiti Control Systems, located in North Hollywood, California, commencing July 1, 2003, or upon Board approval, whichever occurs last, through June 30, 2004, with two 1-year renewal options, not to exceed a total contract period of three years.

4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber an annual amount of $168,000, plus 10 percent for additional and unscheduled work requirements within the scope of work. $156,000 of the annual amount will be funded with

Supervisorial District 1 Road Construction Program fund and the remaining $12,000 will be funded from the Off-Street Parking Districts and Preferential Parking fund. This amount represents the cost of this service based on the annual price submitted by the contractor. Funds are available in Public Works' proposed 2003-04 budget.

6. Delegate authority to the Director of Public Works to execute and renew this contract for the two 1-year renewal option, if, in the opinion of the Director, renewal is warranted.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award a contract to continue to provide enhanced maintenance services in order to maintain this project's area in a clean state that will encourage the public's desire to shop with the local merchants. Since 1992, this project has provided for the cleaning of public areas around commercial establishments within the corridor along Whittier Boulevard in East Los Angeles between the Long Beach Freeway and Atlantic Boulevard. This project's enhanced maintenance efforts are directed toward the removal of graffiti, weeds, and consumer-generated litter within the road right of way. Also, included within this project are two alleys north and south of Whittier Boulevard and two public parking lots, one located south of Whittier Boulevard between Kern and Fetterly Avenues and the other located north of Whittier Boulevard between Ferris and La Verne Avenues. This project is not designed to remove trash and litter generated in the normal course of business.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well Being. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide this service in a timely, responsive, and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract's annual not-to-exceed amount is $168,000. Ten percent will be added to the annual amount for additional and unscheduled work requirements within the scope of work. My budget recommendations include $156,000 from Supervisorial District 1 Road Construction Program fund and $12,000 from the Off-Street Parking Districts and Preferential Parking Fund in Fiscal Year 2003-04. Funds to finance the additional years

of the project will be made available through Public Works' annual budget process. There will be no impact on net County costs.

Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, it has been determined that these services can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

With Board approval, this contract will commence July 1, 2003, or upon Board approval, whichever is later, through June 30, 2004. With your Board's delegated authority, the Director may renew this contract from year to year, not to exceed a total contract period of three years. This contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. This contract also allows termination should funds not be appropriated for a future fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract which will be substantially reflected in Enclosure C, the contractor will sign and County Counsel will review it as to form.

This service is being contracted in accordance with procedures authorized under the provisions of County Charter Section 44.7, Part 3, Chapter 2.121.250 through 2.121.420, Title 2, of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code Section 2.121.380 have been met. This contract is in compliance with the mandatory living wage requirements as set forth in the Los Angeles County Code Chapter 2.201, Living Wage Program.

Public Works has evaluated and determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing these services a living wage.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor

responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

The required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before work commences.

ENVIRONMENTAL DOCUMENDATION

With respect to the requirements of the CEQA, these enhanced maintenance services are categorically exempt as specified in Class 1 (x-22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On February 6, 2003, Public Works solicited proposals from over 630 independent contractors and community business organizations to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On March 5, 2003, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP that included the proposed cost, experience, work plan, and financial resources. Based on this evaluation, it is recommended that this work be awarded to the lowest-cost and most responsive proposer, Woods Maintenance Services, Inc., d.b.a., Hydro Pressure Systems/Graffiti Control Systems, located in North Hollywood, California.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration, without regard to race, creed, gender, or color.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts. Our review found no reported claims.

As requested by your Board, the contractor has submitted a safety record, which reflects that activities conducted by this contractor in the past have been according to reasonable standards of safety.
In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services which will exceed this contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as Public Works is presently contracting for this service with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AM
P:\ASPUB\CONTRACT\AM\WHITTIERCLEAN\BDLTR.WORD

Enc. 3

cc: Chief Administrative Office
County Counsel
Auditor-Controller (Dewitt Roberts w/o enc.)
Office of Affirmative Action Compliance (Robert Valdez)

Award Information has not been added at this time.

Bid Information

Bid Number : PW-ASD 178
Bid Title : WHITTIER BOULEVARD CLEAN-UP PROJECT
Bid Type : Service
Department : Public Works
Commodity : CLEANER, HARD SURFACE, GENERAL PURPOSE, LIQUID (INCLUDING GRAFFITI REMOVERS) (SEE 630-45 FOR PAINTED TYPE GRAFFITI REMOVERS)
Open Date : 2/6/2003
Closing Date : 3/5/2003 5:30 PM
Bid Amount : $ 185,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Wednesday, March 5, 2003, for "Whittier Boulevard Clean-up Project."

The estimated annual amount for this project is $185,000.

A Proposers= Conference will be held Thursday, February 20, 2003, at 10 a.m., in Conference Room B at our Headquarters, 900 South Fremont Avenue, Alhambra, California 91803. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This location is compliant with the Americans with Disabilities Act (ADA) requirements.

Upon request, Public Works can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458?4081 or TDD at (626) 282?7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier, located at 900 South Fremont Avenue, Alhambra, California 91803, or by calling Ms. Marcia Lucero at (626) 458?4044 (se habla Espan˜ol) to have it mailed.

Contact Name : MARCIA LUCERO
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 2/12/2003 10:25:33 AM

Back to Last Window

Back to Award Main

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: WOODS MAINTENANCE SERVICES, INC. dba HYDRO PRESSURE SYSTEMS/GRAFFITI CONTROL SYSTEM	
☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☒ I AM	
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 05696502	

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 65

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino			16		42	2
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1			1	2

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	President	3/3/03

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: URBAN GRAFFITI ENTERPRISES INC.	
☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☑ I AM	
☑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 52010701	

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 20

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

					Staff	
Black/African American					1	
Hispanic/Latino	1	1	3		11	2
Asian or Pacific Islander						
American Indian						
Filipino						
White				1		

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	President	3/5/03

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: CAL PAINTING & BROS., INC.	
☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☒ I AM	
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 8

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	1
Hispanic/Latino	1	0	1	0	5	0
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	0	0

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	100 %	0 %	0 %	0 %	0 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
We participate 3% DVBE using Haviside & Hastings, Inc.					

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

Authorized Signature:	Title:	Date:
	Owner	2-17-03

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

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

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: PJK MAINTENANCE INC.	
☒ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☐ I AM	
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 60

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino			1		22	18
Asian or Pacific Islander	1		1	1	10	6
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	president	03/05/03

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: SUPERIOR PROPERTY SERVICES, INC.	
☒ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☐ I AM	
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 12

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American	0	0	0	0	0	0
Hispanic/Latino		1	1	0	6	2
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	2	0	0	0	0	0

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	90 %
Women	0 %	10 %	0 %	0 %	0 %	0 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	President	3/4/03

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into 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 _____, a California corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the _____ day of _____, _____, hereby agrees to furnish enhanced maintenance services along Whittier Boulevard in East Los Angeles to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Whittier Boulevard Clean-Up Project."

SECOND The Contract Specifications, the Contractor's Proposal, negotiated documents, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, Addenda to the Request for Proposals, and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed $168,000.00 or such greater amount as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal conflict with the County's Specifications,, Requirements, Terms, and Conditions, Addenda to the Request for Proposals, herein, the County's Specifications, Requirements, Terms, and Conditions, Addenda to the Request for Proposals shall control and be binding.

//
//
//
//
//
//
//
//

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

SEVENTH: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EIGHTH: Notwithstanding any other provision, the County and the Contractor agree that should the County request and the Contractor provide additional services, the Contractor's compensation shall be in accordance with the number of additional units serviced at the unit prices quoted in the Schedule of Prices, Part I, Section 6.

NINTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the CONTRACTOR has caused this CONTRACT to be executed by its duly authorized officers, and by the COUNTY OF LOS ANGELES on this _____ day of _____,_____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

By _____
Its President

By _____
Its Secretary

P:\ASPUB\CONTRACT\AM\WhittierClean\BdSample.docP

WHITTIER BOULEVARD CLEAN-UP PROJECT

TABLE OF CONTENTS

PART I Specifications and Conditions

Section 1 - Work Required/Proposal Submission
Section 2 - Scope of Work
Section 3 - Award and Execution of Contract
Section 4 - General Indemnification & Insurance Requirements
Section 5 - Method of Payment
** Section 6 - Schedule of Prices
Section 7 - Compliance with Living Wage Program

PART II General Requirements

Section 1 - General Definitions and Terms
Section 2 - General Proposal Requirements and Conditions
Section 3 - General Requirements and Conditions
Section 4 - Labor Relations and Responsibilities
Section 5 - Termination of Contract
Section 6 - Nonconformance with Specifications

PART III Standard Terms and Conditions

ATTACHMENTS

* AFFIDAVIT FOR PARTNERSHIP PROPOSAL
* AFFIDAVIT FOR CORPORATION PROPOSER
* AFFIDAVIT FOR INDIVIDUAL PROPOSER
* AFFIDAVIT FOR JOINT VENTURE
** BIDDER'S PROPOSAL
** CONTRACTOR'S INDUSTRIAL SAFETY RECORD
** PROPOSER'S REFERENCE LIST
** CERTIFICATE CONFLICT OF INTEREST
** PROPOSER'S/OFFEROR'S EEO CERTIFICATION
** LIST OF SUBCONTRACTORS
** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
** GAIN/GROW EMPLOYMENT COMMITMENT
PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
** COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
POLICY ON DOING BUSINESS WITH SMALL BUSINESS
INTERNAL REVENUE SERVICE NOTICE 1015
COUNTY VISION STATEMENT
DEBARRED VENDORS REPORT

EXHIBITS

	EXHIBIT A1	WORK LOCATION OVERVIEW
	EXHIBIT A2	PERFORMANCE REQUIREMENTS SUMMARY
	EXHIBIT B	LOS ANGELES COUNTY CODE CHAPTER 2.201-LIVING WAGE PROGRAM
***	EXHIBIT C	LIVING WAGE ORDINANCE-APPLICATION FOR EXEMPTION
**	EXHIBIT D	CONTRACTOR LIVING WAGE DECLARATION
**	EXHIBIT E	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
**	EXHIBIT F	LABOR/PAYROLL/DEBARMENT HISTORY
**	EXHIBIT G	GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
**	EXHIBIT H	REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE
**	EXHIBIT I	PROPOSER'S COST METHODOLOGY
	EXHIBIT J	SAFELY SURRENDERED BABY LAW FACT SHEET (ENGLISH & SPANISH)

* The appropriate Affidavit shall be submitted with Proposal.

** Section, Attachments, and Exhibits to be submitted with Proposal.

*** Exhibit to be submitted seven days prior to due date for Proposals

PART I

SPECIFICATIONS AND CONDITIONS FOR

WHITTIER BOULEVARD CLEAN-UP PROJECT

SECTION I

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Proposers are requested to provide a Proposal for services in the form described in the following Sections, Exhibits, and Attachments. Proposers are instructed to carefully read these Terms, Specifications, Conditions, Attachments, and Exhibits.

The work to be accomplished under these Specifications includes delivering enhanced maintenance services along Whittier Boulevard in East Los Angeles.

Proposer is required to possess a valid C-33 State contractors license.

B. Living Wage Program

Proposers are advised that the Board has enacted the Living Wage Program (Exhibit B) for contracts awarded under the authority of County Code Chapter 2.121 ("Proposition A"). In doing so, the Board made a finding that the Living Wage Program was not only to provide living wage and health benefits to employees working on these County contracts, but it is also intended to relieve the County of the burden for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as $9.46 per hour without health benefits and $8.32 per hour with health benefits. For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least $1.14 per hour toward the provision of a bonafide health care, vision, and/or dental benefit plan for each employee and any dependents during the term of this Contract. Contractors/Subcontractors will not be allowed to pay less than $1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Proposer shall complete the Contractor Living Wage Declaration (Exhibit D). The requirements and terms of the Living Wage Program are non-negotiable. Proposals that fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

Proposer is further notified that throughout the term of contract resulting from this solicitation, 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, wages paid and amounts paid towards each employee's health benefits.

1. At any time during the term of the contract resulting from this solicitation, the County may conduct an audit of the successful proposer's records as well as field visits with the proposer's employees to ascertain compliance with the Living Wage Program.

2. Also, the successful proposer will be required to place specified living wage posters at their place of business and locations where the proposer's employees are working. The successful proposer will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.

3. Violations of the provisions of the Living Wage Program will subject the successful proposer to withholding of monies owed it under the contract, liquidated damages, possible termination and/or debarment from future County contracts for up to three years.

4. Any proposer who submits false information may be barred from participating in this solicitation and future County solicitations/contracts for up to three years.

C. Proposal Format Requirements

Proposals shall be submitted using the following sequence, content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal:

1. Title page which indicates the Proposer's name, address, telephone number, project title, and date of submittal.

2. Comprehensive Table of Contents for material included in the Proposal.

3. Introductory letter (optional).

4. A comprehensive description of the Proposer's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment.

   The narrative should discuss each of the following

subject areas, with emphasis on how the Proposer measures up to the evaluation criteria. (See Part I, Section 3.G, Evaluation Criteria)

- Background and experience (Submit evidence of prior experience performing graffiti removal using equipment specified. This experience should include any work performed for Public Works and other agencies.)
- Organization
- Principals (include resumes if available)
- Key staff (include resumes if available)
- Equipment

5. Work Plan which describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. The Work Plan shall include the Proposer's proposed full-time employees staffing plan. Proposer will be required to assign and use full-time employees to provide these services, unless 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 the Proposer desires to assign and use non-full-time employees to provide these or a part of these requested services, the Proposer shall submit to the County, at least seven days before the deadline to submit Proposals, a written request detailing the Proposer's request and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and submitted documentation, the County shall determine, at its sole discretion, whether the Proposer may use non-full-time employees. The County's decision will be final. Proposer's request for the utilization of non-full-time employees is to be delivered or faxed to:

   Department of Public Works
   Administrative Service Division - 9th Floor
   900 South Fremont Avenue
   Alhambra, CA 91803
   Fax (626) 458-4194
   Attention Angelica Maldonado

   The Work Plan shall also include:

   a. List of all currently operable vehicles, painting equipment, water blasters, etc., in the Proposer's possession that would be used to support the Proposer's enhanced maintenance/graffiti removal activities.

b. Outline how the Proposer will be accessible to Public Works to receive work assignments and communicate those assignments to their field crews.

c. Funding for the enhanced maintenance/graffiti removal services for TASK TWO which can be generally considered for work outside the public right of way is limited to $50,000 annually (see Part I, Section 2.F.3 - Frequency and Workload). Proposers must outline those services they are prepared to provide for this sum. Proposers may also propose to provide all requested services for TASK TWO for this sum or for a lesser amount.

6. Submit copies of the Proposers', employees', and subcontractor's valid C-33 State contractors license to perform the requested work. If subcontractors are to be employed, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules. Subcontractors, if any, shall be subject to all requirements set forth in the Request for Proposals (RFP)that are applicable to contractors in general, including but not limited to compliance with Living Wage Program requirements.

7. Provide copies of the company's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.

8. Submit proof of current, valid insurance coverage that meets the requirements of the RFP or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the Contract.

9. Additional data not specifically requested for evaluation, which the Proposer feels are essential, must appear in the last section of the Proposal and be labeled "Additional Information." If there is no additional data the Proposer wishes to present, this section will consist of the statement: "There is no additional data we wish to present."

10. In evaluating proposals, the County will review the Proposer'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)as well as debarment from contracting by any public entities. To facilitate this process, Proposers must submit with their Proposal a complete Acknowledgment and Statement of Compliance Form (Exhibit E), and disclose on that form: (1) any determination by a public entity within three years of the submission date of the Proposal that the Proposer committed a labor law/payroll violation, (2) any pending claim that involves an incident of labor law/payroll violation occurring within three years of the Proposal's submission date, and (3) debarment by a public entity within the last 10 years.

    Disclose full details of any such determinations, claims and debarments on the Acknowledgment and Statement of Compliance Labor/Payroll/Debarment History Form (Exhibit F).

    Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violation, with substantially increased deductions for a Proposer's failure to disclose reportable violations (See Exhibit G), "Guidelines for Assessment of Proposer 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.

11. Complete and submit Exhibit H, "Requested Information on the Proposer's Medical Plan Coverage," Proposer's description of benefit package type(s) provided to its employees (i.e., number of annually paid vacation, sick days, etc.).

12. Complete and submit Exhibit I, "Proposer's Cost Methodology," showing 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 annual by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for

miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Part I, Section 6, Schedule of Prices.

13. If the Proposer believes that it does not fall within Living Wage Program's definition for "employer" or that it meets any of the exceptions to the Living Wage Program as stated in Exhibit B, Living Wage Program, Section 2.201.020, Definitions, and/or Section 2.201.090, Exceptions, Proposer may request an exemption by completing and submitting Exhibit C, Living Wage Ordinance - Application for Exemption at least seven days before the deadline to submit proposals and include with its submission the Proposer's last two years' tax returns and last State payroll tax return if claiming exception as a small business or a copy of the applicable collective bargaining agreement if claiming exemption under such an agreement. 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 any of the exceptions to the Living Wage Program. The County's decision will be final.

    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. The Proposer 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 faxed to:

    Department of Public Works
    Administrative Services Division - 9th Floor
    900 South Fremont Avenue
    Alhambra, CA 91803
    Fax (626) 458-4194
    Attention Angelica Maldonado

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

    - Schedule of Prices (Part I, Section 6);
    - Affidavit for Proposal (submit applicable form only);
    - Bidder's Proposal;
    - Contractor's Industrial Safety Record;
    - Certificate Conflict of Interest;

- Proposer's Reference List (must identify all contracts under which the Proposer has provided services to public entities in the State within the last three years and include a contact person and phone number for each public entity);
- Proposer's/Offeror's EEO Certification;
- List of Subcontractors;
- Request for Local Small Business Enterprise Preference Program Consideration and CBE Firm/Organization Information Form;
- GAIN/GROW Employment Commitment Form;
- Principal Owner Information Form (to be submitted directly to Child Support Services Department);
- Child Support Compliance Program Certification (In addition, provide a copy to Child Support Services Department);
- County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form.

D. Proposal Submission

1. Proposals shall be submitted with four complete sets (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.

2. Submit Proposals to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this Proposal and Proposer. All Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. All Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible. The Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals not delivered directly to the Lobby Cashier.

E. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring

award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

F. Child Support Compliance Program

Submit certification in accordance with the provisions of Section 2.200.060 of the County Code that:1) the Principal Owner Information Form (see Item 15 above) has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; 2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (attached). Failure by the Proposer to provide the Principal Owner Information Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

G. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program," Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.U. 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 nonresponsive and excluded from further consideration.

2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such

deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

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

4. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (see Item 15 above) 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.

H. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (see Item 14 above). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. 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 Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

I. Vendor Registration

Proposers must register on line with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

Prior to submission of Proposal, all Proposers are also required to attend a Proposers' Conference to be held at Public Works' Headquarters, Conference Room B, 900 South Fremont Avenue, Alhambra, California 91803, on **Thursday, February 20, 2003, at 10 a.m. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not signed in as attending this Conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2 - General Proposal Requirements and Conditions as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

C. Public Works' Contract Contact

The Contractor's contact with Public Works regarding this Contract will be Daniel Aka at (562) 869-1176, FAX (562) 862-3718, e-mail address: DAKA@ladpw.org. In the event of an emergency after normal business hours, Public Works' staff can be reached at (888) 524-6287.

D. Work Location

Services shall be performed within the corridor along Whittier Boulevard in East Los Angeles between the Long Beach Freeway to the west and South Atlantic Boulevard to the east, and the alleys north and south of Whittier Boulevard (see Exhibit A1). The Contractor shall be responsible for providing these requested services on the cross streets to Whittier Boulevard between the two alleys.

E. Work Description

The work to be completed under these Specifications does not target the removal of trash and litter which is generated in the normal course of business of the commercial properties in the designated area. The work includes the removal of

graffiti, consumer-generated trash and litter, indiscriminate dumping, gum, and grease (on the sidewalks and crosswalks), weeds within the road rights-of-way, in two alleys north and south of Whittier Boulevard and in two public parking lots, one located south of Whittier Boulevard between Kern and Fetterly Avenues and the other located north of Whittier Boulevard between Ferris and La Verne Avenues (Service Area). The Contractor shall maintain the work location in a clean state to enhance the public's desire to shop with the local merchants.

Please note, should an inconsistency be determined between the Work Description and the Performance Requirements Summary (Exhibit A-2), the higher service level in the judgment of Public Works shall prevail.

The Contractor shall be available at all reasonable times to report to and confer with Public Works with respect to these enhanced maintenance services. Minimally, Contractor shall provide a telephone answering service and Fax, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works and/or the local merchants. Contractor's telephone answering service and Fax location shall have the capacity to timely contact Contractor's on-site supervisor to relay any instructions, information, complaints, etc. Contractor's telephone answering service shall also have the ability to speak and understand both Spanish and English. Contractor's on-site supervisor shall have a thorough knowledge of the needs of the work location, these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits and shall speak and understand both Spanish and English. The Contractor shall perform the enhanced maintenance activities as summarized below:

1. Sweep, clean, and remove pedestrian litter from sidewalks, curbs, and gutters including, but not limited to public tree wells and street furniture (e.g., benches, planters, etc.). Remove any tree sucker growth. The Contractor shall not be expected to replace any trees, unless a tree dies as the result of the Contractor's negligence.

2. Empty plastic bags and provide replacement bags for all trash receptacles within the enhanced work location.

3. Haul collected trash/litter from the work location to a legal disposal site and pay any necessary disposal fees.

4. Repair, clean, and replace worn or broken parts (i.e., bolts, sandblast Latino Walk of Fame plaques), as

required, within 48 hours of a problem being identified by the Contractor, merchants, or County. The Contractor shall not be expected to replace bus benches and/or shelters which have been damaged beyond reasonable repair in the opinion of Public Works. The Contractor shall immediately notify Public Works for removal of a bench and/or shelter which has been damaged beyond reasonable repair.

5. Sweep, clean, and remove litter and weeds in the designated parking lots within the work location. Replant planter areas within the work location, as necessary.

6. Remove litter from alleys at the rear of businesses within the work location.

7. Remove all large and abandoned items such as mattresses, sofas, refrigerators, desks, car parts, building materials, etc., from the work location within 24 hours, Tuesdays through Fridays. All large items placed over the weekend shall be removed on Mondays.

8. Provide the enhanced maintenance services according to the frequency and location as further outlined in Part I, Section 2.F, Frequency and Workload.

9. Provide all necessary workers, supervisors, material supplies, equipment, and any other necessary items required to perform enhanced maintenance services within the work location.

10. Abate all complaints received from the merchants and/or Public Works related to these enhanced maintenance services as soon as possible, but in all cases within 48 hours to the satisfaction of Public Works. If a complaint cannot be abated within 48 hours, the Contractor shall immediately provide written notification to the Public Works' contact the reason(s) for not abating the complaint within 48 hours. Complaints received on last work day of the week shall be abated by the end of the second work day following the Contractor's receipt of the complaint.

11. The Contractor shall be required to provide a three-cubic yard bin and provide for the collection Mondays, Wednesdays, and Fridays. The bin will be located in the public parking lot on Kern Avenue south of Whittier Boulevard.

13. The Contractor shall be required to provide enhanced maintenance service immediately preceding or subsequent to a community event.

E. Graffiti Removal Services

Graffiti removal services shall consist of performing all operations to remove or cover graffiti from all exterior surfaces visible from the street and/or alleys on both public and private property within the Service Area.

The Contractor shall:

1. Remove or paint over all graffiti on both public rights of way and visible exterior surfaces on private property in the Service Area, Tuesdays through Fridays, within 24 hours of the graffiti being discovered by the Contractor, or being reported by the local merchants or County. Profanity, sexually explicit, or racist type graffiti shall have the highest removal priority. Graffiti placed on the weekends shall be removed on the following work day. Within 48 hours of initial paint over, Contractor shall repaint using a color to match the existing surface color (if a matching color was not utilized initially).

2. Remove graffiti from all types of surfaces such as, but not limited to wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, etc.

3. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc.

4. Use County-approved chemical solvents when removing graffiti from County property, such as street light poles, traffic signs, control boxes, etc. Public Works will review and approve/disapprove solvents on a case-by-case basis.

5. Use special paint for particular nontreated surfaces on County property such as light poles, underpasses, pedestrian tunnels, etc., when requested to do so by Public Works.

6. Match the existing color of the surface when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.

7. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.

8. For privately owned property, obtain the written consent of the owner or the owner's authorized agent before working on the property. Copies of the consent forms shall be provided to Public Works.

9. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing or covering graffiti improperly.

10. Use water-based new or recycled paints.

11. Sidewalk Surfaces: Remove graffiti from concrete sidewalks by using a water blasting machine with a soda compound only. Painting over shall not be permitted. The sidewalks shall be cleaned of all graffiti, graffiti residues, paint, ink, gum, oil, etc. The sidewalks shall be blocked off for safety during the cleaning operations. Adequate precautions shall 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, etc. The sidewalk areas being cleaned shall be feathered to match other graffiti-free sidewalk areas.

12. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the paint color (red, green, or white) depending on original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete slurry mix or cleaned with water blasting machines:

    a. If surfaces are painted in red, then red cover-up paint shall be used per County color specifications.

    b. If surfaces are green, green shall be used for cover-up color per County color specifications.

    c. If surfaces are white, white flat cover-up paint shall be used per County color specifications.

    d. If surfaces are nonpainted curbs, then a concrete slurry mix shall be used on the curb face and flat area of the gutter per County specifications.

    e. If surfaces have legal written designation, i.e., loading zones, bus zones, etc., once the graffiti has been removed, the written designation shall be repainted per County color specifications.

13. Concrete Light Poles: Remove graffiti from concrete light poles using a water blasting machine with a soda

compound only. No paint shall be used. All paint shall be removed from the poles.

14. Wooden Light Poles: Cover graffiti using a water-based brown paint to match the wood color. All paper signs shall be removed.

    Street light control boxes shall not be painted by anyone other than County personnel.

15. County-Owned Bus Stops: Remove all graffiti using a graffiti removal spray on the plastic sides and seating areas. The surfaces shall be washed with water. If graffiti has been placed over advertisements, then paint matching the ads' colors shall be used to cover the graffiti. If the bench is a natural concrete color, a water blasting machine with a soda compound shall be used to remove the graffiti.

16. Trees: Remove all graffiti on trees by using a water blaster with a large spray tip so as not to damage or kill the tree by removing its bark.

17. Concrete Block Walls: Remove all graffiti by either a water blasting machine with a soda compound only or water-based paint. The paint over color shall match the wall color. Over spray on sidewalk or private property shall not be allowed.

18. Brick Walls: Remove all graffiti using water blasting machines with a soda compound only. Painting over shall not be done on a brick wall, unless the brick wall has been previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

19. Rock Walls: Remove all graffiti using only a water blasting machine with a soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

20. Wooden Fencing: Paint over all graffiti on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match other parts of the fencing.

21. Chain Link Fencing and Pipe: Paint over all graffiti on pipes and fencing using a galvanized color to match the

fencing fabric and pipe color. The paint over color shall be feathered into the fabric and along the pipes.

22. Metal Fencing (sheets): Remove all graffiti from metal fencing. The paint over color shall match other parts of the fence. The paint-over color shall be water-based and painted and feathered to match other painted fence areas. The Contractor shall remove all paper signs before painting.

23. Stucco Faced Walls: Paint over all graffiti using a water-based paint. The Contractor shall color match other parts of the stucco walls and feather the paint into other painted stucco areas. No paint over spray shall be allowed on sidewalks or private property.

24. Asphalt Concrete (street): Paint over all graffiti on asphalt concrete in the alleys using an emulsion/sand mixture approved by Public Works. All painting over shall be feathered into the alley's unpainted areas. Proper delineation and safety measures shall be used when working in the streets and alleys. Contractor's employees shall wear reflective vests. Contractor shall immediately notify Public Works if graffiti is found on the asphalt concrete portion of Whittier Boulevard. Contractor shall be responsible for removing graffiti from the curbs and gutters.

25. Road Signs/Stop Signs: Exclude all reflective light sensitive signs from abatement, including stop signs. Sign posts shall be painted using galvanized colored paint. All paper signs shall be removed before applying paint.

26. Glass Windows: Remove all graffiti from glass using a graffiti removal spray and water. The use of water blasting machines on glass is prohibited.

27. Other Concrete Structures: Remove all graffiti over paint on concrete reinforced retaining walls, tunnel fronts, and auto barrier walls by using either a water blasting machine with a soda compound only (water blasting machine pressure), or water-based paint. The Contractor shall match color to the color already painted on the surface. Contractor shall feather paint into already painted surfaces or nonpainted surfaces.

28. Miscellaneous: Note that these standards are basic. All of the listed conditions may not currently exist. However, other standards may be developed and incorporated herein, as other graffiti surfaces are found.

29. Dispose of excess paint properly. Paint containers shall 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.

30. Wash paint brushes, rollers, or frames in clean water. The water shall only be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains and gutters and/or on sidewalks and streets.

31. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this Contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with all due diligence to remove the graffiti with as little damage to the commercial signage as is possible.

F. Frequency and Workload

1. TASK ONE

WHITTIER BOULEVARD CLEAN-UP PROJECT ONGOING CLEAN UP ACTIVITIES (ONLY IN PUBLIC RIGHT OF WAY) WHITTIER BOULEVARD FRONTAGE (ATLANTIC TO LONG BEACH FREEWAY) AND ALLEYS NORTH AND SOUTH OF WHITTIER BOULEVARD

TASK	SERVICE	LOCATION	CYCLE
Remove pedestrian litter, large items, weeds, etc., at sidewalks, curbs, gutters, planters, etc.	1A Empty trash receptacles and replace plastic liners. 1B Sweep and remove trash, large items, weeds, etc.	1A/1B Whittier Boulevard - Atlantic to Long Beach Freeway (both sides) and all cross streets north and south - alley to alley	1A Tues/Thurs/ Sat/Sun 1B Mon/Tues/ Thurs/Fri
Remove graffiti within public right of way	2A Remove graffiti with use of water blaster and paint as required; match existing paint at private improvements.	Whittier Boulevard - Long Beach Freeway to Atlantic Boulevard and all cross streets north and south - alley to alley	2A Every day
Remove gum and grime on sidewalk	3A Water blast sidewalks. Use high pressure steam cleaning for follow-up cleaning.	Whittier Boulevard - Long Beach Freeway to Atlantic Boulevard, including Latino Walk of Fame	3A Tues/Thurs

Alley clean up	4A Remove litter, large items, weeds, etc., from alleys at rear of businesses.	Whittier Boulevard - Long Beach Freeway to Atlantic Boulevard - alleys to the north and south of Whittier Boulevard	4A Mon/Wed/Fri

* Contractor shall empty a week's (7 days) worth of trash over the course of four days.

2. TASK ONE - Workload Estimates (based on current contractor's reports):

INDICATOR	UNIT	ANNUALLY
Trash liners emptied and replaced	Ea	7,000
Sidewalks steam cleaned	Sq Ft	200,000
Rubbish removed from Service Area	Ton	20
Large items removed from alleys, i.e., mattresses, sofas, refrigerators, desks, car parts, building materials, etc.	Ea	200
Graffiti removed from poles	Ea	650
Latino Walk of Fame Plaques	Ea	70±
Graffiti Removal Within Public Right of Way	Sq Ft	72,000

3. TASK TWO

WHITTIER BOULEVARD CLEAN-UP PROJECT ONGOING CLEAN UP ACTIVITIES (GENERALLY OUTSIDE PUBLIC RIGHTS OF WAY) MAINTENANCE FOR PARKING LOTS, GRAFFITI REMOVAL AND STREET FURNITURE

TASK	**SERVICE**	**LOCATION**	**CYCLE**
Remove graffiti at facade private improvements.	5A Remove graffiti with use of water blaster and paint as required; match existing paint at private improvement.	Whittier Boulevard - Long Beach Freeway to Atlantic Boulevard and alleys to the north and south of Whittier Boulevard	5A - As Required

Maintain public parking lots.	6A Sweep and remove litter, large items, weeds, etc. 6B Empty trash receptacles and replace plastic liners.	Public parking lots	6A - Mon/Wed/Fri 6B - Every Day
Perform alley clean up.	7A Remove litter, large items, weeds, etc. Replant, as necessary.	Public parking lots	7A - Mon/Wed/Fri
Maintain public street furniture, planters, etc.	8A Repair, repaint, clean and/or replace worn or broken parts, i.e., bolts. Sandblast Latino Walk of Fame plaques.	8A Whittier Boulevard - Long Beach Freeway to Atlantic Boulevard	8A - As Required

4. TASK TWO - Workload Estimates (based on current contractor's reports):

INDICATOR	UNIT	ANNUALLY
Trash receptacles sand blasted and graffiti removed from ceramic tile	Ea	80
Buildings treated for graffiti	Sq Ft	15,000
Roll down security curtains	Sq Ft	90
Benches and bus shelters water/ sand blasted and steam cleaned	Ea	300
Trash bags removed from alleys	Ea	400
Trash receptacles emptied twice a week at public parking lots	Ea	200
Utility boxes painted	Ea	100
Banner poles painted and maintained	Ea	50

G. Record Maintenance

The Contractor shall, as a minimum, maintain and submit to Public Works monthly workload statistics for those workload indicators outlined in Part I, Section 2.F, Frequency and

Workload. Public Works may request additional workload statistics during the term of this Contract.

H. Hours and Days of Maintenance Service

Hours of services will be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays, when the enhanced maintenance services shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of Public Works.

I. Special Safety Requirements

All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements while in the Service Area. Hard hats and reflective safety vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started.

The Contractor shall supply rotating lights for their trucks/vans working on this Contract.

The Contractor shall supply their personnel with safety equipment, such as glasses, gloves, head gear, respirators, etc.

J. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested enhanced maintenance services:

1. The Contractor's personnel shall wear uniforms acceptable to the County. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.

2. All Contractor's personnel shall wear proper footwear. No sandals, thongs, etc., shall be allowed.

3. Safety vests shall always be worn by those providing these enhanced maintenance services. Safety goggles shall be worn by anyone operating water blasting equipment. Only trained personnel shall be allowed to operate the water blasting equipment.

4. Should any portion of a street/alley be required to be blocked off to perform these enhanced maintenance services, the Contractor shall use Public Works' approved barricades and 24-inch cones. However, the street/alley shall not be closed off.

5. Use of drugs or alcohol while performing these enhanced maintenance/graffiti removal services is prohibited. Use of drugs or alcohol shall be cause for the County to direct the Contractor to remove the employee from this Project.

6. Horseplay, shoving, pushing, etc., shall not be allowed.

K. Utilities

Public Works will not provide utilities.

L. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

M. Removal of Debris

All debris derived from the maintenance enhancement services specified herein shall be removed and legally disposed of at the Contractor's expense.

The Contractor shall not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

N. Responsibilities of Public Works

Public Works will determine the need for, and provide, job site inspection. Public Works' Road Maintenance Division - Road Maintenance District 4 will make regular inspections and verify that the requested work has been completed according to these Specifications before monthly payment will be authorized. In accordance with Exhibit A-2 Performance Requirement Summary, payment can and will be withheld if Specifications, Requirements, Terms, and/ or Conditions of this Contract are not met by the Contractor.

O. Duration of Contract

This Contract's performance period is anticipated to commence on July 1, 2003 (or the date of approval by the Board, if later), and continue through June 30, 2004. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause

upon the giving of at least 30 days' written notice to the Contractor.

P. Hazardous Waste Handling

The Contractor shall not collect, transport, or dispose of hazardous or toxic materials as defined per Federal, State or local laws or regulations under this Contract. If hazardous waste is found, the Contractor shall immediately contact Public Works. The cleanup activities shall include, but not be limited to collecting, removing, transporting, and disposing in unlimited amounts all refuse which includes, but is not limited to items such as furniture, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, other major appliances/metallic discards, car parts, tires, lumber, plaster, dirt, rocks, bricks, tree stumps, debris, green waste, and combustible and non-combustible rubbish.

The Contractor shall be responsible for the proper disposal of these items. For abandoned automobiles, the Contractor shall immediately contact the Los Angeles County Sheriff's Department.

Q. Project Safety Official

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

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within 14 days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding Public Works' recommendation, 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 interest 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.

C. Legal Status of Contractor Personnel

Contractor warrants that it fully complies with all laws regarding employment of aliens and others and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

D. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160

of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by the Proposer/ Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

E. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. Upon receipt of said Proposal as specified, the County will select a contractor from among those submitting Proposals. Said selection will be based on the evaluation criteria set forth below. After the highest evaluated Proposer has been determined by the County, the County and Proposer may negotiate a contract for submission to the Board for their consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability. The County reserves the sole right to judge the Proposer's representation, either written or oral, as stated in the Proposal submitted. The County reserves the right to reject any and all proposals, or to select those options in the proposals that satisfy the County's priorities and funding limitations.

The County may, at its option, invite one or more of the Proposers to make a presentation to an evaluation committee before a final selection is made. During the interview, qualified Proposers can demonstrate their ability to perform the work required.

F. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but is not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements will be rejected as nonresponsive:

   a. Proposer possesses and has provided a copy of its valid C-33 State contractors license.

   b. Proposer's Safety Record reflects that the Proposer has provided services in a safe manner.

c. Proposer shows an ability to meet insurance requirements.

d. Proposer has met the GAIN/GROW requirements.

e. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.

f. Proposer has complied with the instructions for preparing a complete Proposal and has signed and submitted all appropriate forms and Part I, Section 6, Schedule of Prices.

g. Proposer is signed in as attending the Proposers' Conference.

h. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

i. If Proposer is not exempt, Proposer has demonstrated it will meet the Living Wage Program employee payment requirements and has included their contribution for the identified medical plan.

j. 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 non-full-time staff to the County's satisfaction, as outlined in Part I, Section 1.B.5, Proposal Submission.

k. If Proposal includes hourly and health benefit payments of less than the living wage requirements, Proposer has received prior County approved exemption status as outlined in Part I, Section 1.B.18, Proposal Submission.

2. Proposals passing the first step will be reviewed by the Committee and evaluated based on the following:

a. Proposed Price (40 points)

The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the Contract term. The lowest Total Proposed Annual Price quoted in the Schedule of Prices (Part I, Section 6), for both Tasks One and Two, will receive the full weight of this evaluated item (40 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual

Price by each other Proposers' Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (40 points). However, the Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

Notwithstanding the ranking of the Proposal prices and overall Proposal scores, no contract shall be awarded to a Proposer unless the Proposer's annual price to perform these services is less than the County's total annual avoidable cost.

In addition, should one or more of the Proposers request and be granted the Local SBE Preference, the price component points will be determined as follows:

Five percent (5%) of the lowest price proposed will be calculated, which shall not exceed $50,000, and that amount will be deducted from the price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

b. Experience (15 points)

The evaluators may award a maximum of 15 points for the quality and quantity of experience of the Proposer and its key personnel and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 1.C.4), and any other relevant information. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

c. Work Plan of Action/Approach/Staffing - (15 points)

Scoring of the Proposer's detailed work plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements of the scope of work, respond to contingencies and emergencies, render timely and responsive service to Public Works, and maintain facilities in a high state of cleanliness.

The evaluation committee may make this determination from all relevant information presented, which may include but is not limited to Proposer's:

- Work Plan of Action/Approach (Part I, Section 1.C.5), including personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification, safety, communications, and quality control;
- Staffing plan (Part I, Section 1.C.5; and
- Proposer's Cost methodology (Exhibit I).

Significant unacceptable weakness in any of these subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

d. References - (15 Points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to other County departments. One or more unfavorable references may result in rejection of the Proposal.

e. Financial Resources (15 points)

Proposer's financial statements 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 here in Part I, Section 7, Compliance with Living Wage Program, and can perform the work throughout the term of the Contract. The evaluation committee may consult with Public Works financial management staff regarding this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) 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 or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents 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 the Contractor, its subcontractors, or County attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated

to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. Insurance

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Angelica Maldonado, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to

investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:

   a. any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

   b. any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.

   c. any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

5. 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 County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:
   a. Contractor providing evidence of insurance covering the activities of subcontractor, or

   b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

F. Performance Security

1. A faithful performance bond in the sum of not less than $25,000 payable to the County and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by Contractor of the terms and conditions of the Contract and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, or;

2. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in the sum of not less than $25,000 may be acceptable.

G. Liquidated Damages

All the time limits and acts required to be done by both parties are of the essence of this Contract and should Contractor fail to perform or complete the work required to be done at the times set forth herein, it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix; that County and Contractor have endeavored to fix the amount of said damages in advance; that the amounts set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of the Contract.

In case of any such breach, County may assess such liquidated damages and deduct said amount from the amount due Contractor under this Contract.

1. Public Works will inspect the work and judge the performance of Contractor pursuant to this Contract. When Contractor fails to provide the services specified in this Contract, the amount payable under the Contract shall be reduced by the County as outlined in Exhibit A-2

Performance Requirements Summary. If, or when, Contractor work is continually left incomplete and/or is unsatisfactory, County may perform the necessary service to bring the area into conformance with the terms and conditions of this Contract. The cost of this service to the County will be deducted from the Contractor's regular fee and will include labor, materials, and overhead, as appropriate.

2. County agrees to provide Contractor with inspection reports, indicating the deficiencies before the implementation of these liquidated damage provisions.

H. Performance Requirements Summary and Deduction Procedures

See Exhibit "A2."

SECTION 5

METHOD OF PAYMENT

A. Payment

The Contractor shall present monthly invoices in triplicate (one original and two copies) for all services furnished during the preceding month. The County agrees to initiate payment approval within five business days of the receipt of a properly completed invoice from the Contractor. Approval and payment by the County will be done within 30 days. Invoices shall be submitted to:

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

For living wage exempt Contractor, monthly invoices shall indicate inclusive dates of services, contract number, name of the Contractor's employee(s), the work performed (identified by the Wage Rate in Part I, Section 6), and mileage data, if applicable. Additionally, the Contractor shall submit with the invoice, on County-provided payment detail forms, information for each employee which will identify date, project name, hours, wage rate, applicable mileage, etc.

SECTION 6

SCHEDULE OF PRICES

FOR THE

WHITTIER BOULEVARD CLEAN-UP PROJECT

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all personnel, supervision, equipment, vehicles and materials, except those specified to be furnished by Public Works.

ITEM	ITEM DESCRIPTION	UNIT COST	ANNUAL PRICE
1A.	Contractor's price to supply all personnel, supervision, supplies, equipment, transportation, etc., to provide the enhanced maintenance/ graffiti removal services UNDER TASK ONE in the Whittier Boulevard Clean-Up Project area.	$ _____/Month X 12	$_____
1B.	Contractor's price to supply all personnel, supervision, supplies, equipment, transportation, etc., to provide the enhanced maintenance/ graffiti removal services UNDER TASK TWO in the Whittier Boulevard Clean-Up Project area (Cannot exceed $50,000).	$ _____/Month X 12	$ _____

Total Proposed Annual Price for both TASKS ONE AND TWO equals $ _____.

_____

Total Proposed Annual Price (write out in full)

==========

Legal Name of Proposer (Print)

Signature | Date | Required License Number

Address

City | Zip Code | Telephone

SECTION 7

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses

any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 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 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The

certified monitoring reports shall list all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any 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, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. County Auditing of Contractor Records

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

E. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's places of business and all locations where Contractor's employees are performing services for the County. Contractor shall also distribute County-provided notices to each of its employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its employees.

F. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies

described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If 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 shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

   b. Liquidated Damages: It is mutually understood and agreed that 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 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 Contractor liquidated damages in the amount of $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 Contractor.

   c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If 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 Contractor the aggregate difference between the living wage amounts 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 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.

   b. Liquidated Damages: It is mutually understood and agreed that 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 Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $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 Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

G. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless 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 this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

H. Contractor Retaliation Prohibited

Contractor and/or its employees shall 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 Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate Contractor's right to perform under this Contract.

I. Contractor Standards

During the term of the Contract, Contractor shall 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, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

J. Neutrality in Labor Relations

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

PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

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

Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. 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.

2. County. County of Los Angeles and/or County of Los Angeles Department of Public Works and/or Los Angeles County Flood Control District and/or Los Angeles County Road Department and/or Los Angeles County Engineer.

3. District. Los Angeles County Flood Control District, and/or Public Works, and/or County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

4. Department. County of Los Angeles Department of Public Works.

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

6. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

7. Contractor. The person or persons, partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

8. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

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

10. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials,

supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

11. Contract Work. Construction, maintenance, repair, or service performed for the County by a licensed Contractor in conformance with applicable plans and Specifications.

12. Proposal Form. The blank form prepared (Schedule of Prices) and furnished by Public Works upon which all priced Proposals shall be submitted.

13. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

14. Solicitation Document. Request for Proposals or Request for Quotation.

15. Holidays. Public Works will provide the Contractor with the County Holiday Schedule before the Contract implementation.

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, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

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

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any

costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

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

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension 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 totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

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 this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

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

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

3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

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

6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. <u>Proposer Debarment</u>

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 on other County contracts for a specified period of time, not to exceed 3 years, 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 any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. 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.

5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

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

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

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

E. Cooperation and Collateral Work

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

F. 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.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without the Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

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

J. Safety Requirements

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

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

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

R. County's Policy on Child Support Laws

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

S. Job Site Safety

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

T. Recycled-Content Paper Products

Consistent with 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 under this Contract.

U. Contractor Responsibility and Debarment

1. 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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.

2. 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 on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

4. If there is evidence that the Contractor may be subject to debarment, Public Works 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.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. 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.

7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. 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.

2. Written Employee Jury Service Policy

   a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

   b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

   c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at

any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. Local Business Enterprise Preference Program.

1. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

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

   a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

   b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

X. Safely Surrendered Baby Law

The Contractor shall notify and provide its employees, and shall require each subcontractor to notify and provide its employees, the attached fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Fact Sheet is also available on the Internet at www.babysafela.org.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

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

C. Public Convenience

The Contractor shall so 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 services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

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

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract

without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

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

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. 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;

2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other

personal property Contractor sells or supplies to County; and,

3. 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 shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

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

M. Right of First Refusal for Employment Openings

Should the Contractor require additional personnel after award of the Contract to perform the services set forth herein, the Contractor shall give the right of first refusal for such employment openings to Public Works employees. Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.

The Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the 15-day period.

Employment offers to County employees shall be under the same condition and rate of compensation which apply to other individuals who are employed or may be employed by the Contractor.

The Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.

The County employees who are employed by the Contractor under this section shall not be discharged during the term of the Contract except for cause.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of 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 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, 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.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

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

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

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately 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 Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof,

including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:

   a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

   b. The filing of a voluntary petition to have the Contractor declared bankrupt.

   c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

   a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or

   b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the 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 restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond

the control and without the fault or negligence of 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 negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

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

1. The Contractor shall develop all publicity material in a professional manner.

2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and

County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

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

   Assistant Director
   County of Los Angeles Department of Public Works
   P. O. Box 1460
   Alhambra, CA 91802-1460

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

ATTACHMENTS

* AFFIDAVIT FOR PARTNERSHIP PROPOSAL

* AFFIDAVIT FOR CORPORATION PROPOSER

* AFFIDAVIT FOR INDIVIDUAL PROPOSER

* AFFIDAVIT FOR JOINT VENTURE

** BIDDER'S PROPOSAL

** CONTRACTOR'S INDUSTRIAL SAFETY RECORD

** CERTIFICATE CONFLICT OF INTEREST

** PROPOSER'S REFERENCE LIST

** PROPOSER'S/OFFEROR'S EEO CERTIFICATION

** LIST OF SUBCONTRACTORS

** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

** GAIN/GROW EMPLOYMENT COMMITMENT

PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)

** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

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

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015

COUNTY VISION STATEMENT

DEBARRED VENDORS REPORT

SAFELY SURRENDERED BABY LAW FACT SHEET (ENGLISH)

SAFELY SURRENDERED BABY LAW FACT SHEET (SPANISH)

* The appropriate Affidavit shall be submitted with Proposal.
** Forms must be submitted with Proposal.

EXHIBITS

	EXHIBIT A1	WORK LOCATION OVERVIEW
	EXHIBIT A2	PERFORMANCE REQUIREMENTS SUMMARY AND DEDUCTION PROCEDURES
	EXHIBIT B	LOS ANGELES COUNTY CODE CHAPTER 2.201-LIVING WAGE PROGRAM
***	EXHIBIT C	LIVING WAGE ORDINANCE-APPLICATION FOR EXEMPTION
**	EXHIBIT D	CONTRACTOR LIVING WAGE DECLARATION
**	EXHIBIT E	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
	EXHIBIT F	LABOR/PAYROLL/DEBARMENT HISTORY
**	EXHIBIT G	GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
**	EXHIBIT H	REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE
**	EXHIBIT I	PROPOSER'S COST METHODOLOGY

*** Exhibit to be submitted seven days prior to due date for Proposals

** Exhibits to be submitted with Proposal.