COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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IN REPLY PLEASE
REFER TO FILE: AS-0

February 26, 2004

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:

SERVICES AND SUPPLIES EQUIPMENT AND STOCK ITEM INVENTORIES
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and delegate authority to the Director of Public Works to execute the contract for "Services and Supplies Equipment and Stock Item Inventories" to Comp U Count Inventory Service, a partnership, located in North Hills, California. This contract will be for a period of one year commencing upon Board approval, with a one-year renewal option, not to exceed a total of two years.

2. Delegate authority to the Director of Public Works to renew this contract for the additional one-year renewal option, if, in the opinion of the Director, renewal is warranted, or, if necessary, to terminate the contract.

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

4. Authorize Public Works to encumber an annual amount not to exceed $60,750, plus 10 percent for additional, extraordinary, or as-needed inventory services beyond the contemplated scope of this contract. Funds are available in Public Works' 2003-04 Internal Service Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works is required by the Auditor-Controller to conduct an annual, physical inventory of portable items of equipment which have an acquisition cost of between $300 to $4,999 such as personal computers, two-way radios, cameras, laboratory equipment, fax and video equipment, small power tools, etc. A similar physical inventory of Public Works' office supplies, automotive parts, tools, maintenance and construction materials, etc., is also required. Public Works has contracted for such inventories since 1998. The purpose of this action is to continue contracting for this service. The inventories have been the subject of two separate contracts until now. Combining them under one contract will achieve efficiencies in procurement, training, and scheduling.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness as this service is required intermittently and the contractor has the specialized expertise to complete this service accurately and efficiently.

FISCAL IMPACT/FINANCING

The contract's annual not-to-exceed amount is $60,750, plus 10 percent for additional, extraordinary, or as-needed inventory services beyond the contemplated scope of this contract. This amount represents our estimated annual cost for this service based on the unit prices submitted by the contractor. This contract will commence upon Board approval for one year. With the Board's delegated authority, the Director may renew this contract for one additional year for a total contract period not to exceed two years. In any event, this contract may be canceled or terminated at any time by the County without cause upon giving at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2003-04 Internal Service Fund to cover the contract's first term cost. Funds to finance the contract's renewal years will be made through Public Works' annual budget process.

This contract allows a cost of living adjustment for the additional optional year in accordance with County policy established by the Chief Administrative Office. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an as-needed and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA), and therefore is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On December 22, 2003, Public Works solicited proposals from 125 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On January 21, 2004, two 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 which included experience, capability, references, and pricing. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and lowest-cost proposer, Comp U Count Inventory Service, a partnership, located in North Hills, California.

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

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 rendered after contract expiration or termination, and the Safely Surrendered Baby Law.

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).

Proof of 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 any work is assigned.

As requested by your Board, the contractor has submitted a safety record which reflects that activities conducted by the 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 requested to perform services which will exceed the 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 this service is presently contracted with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office; County Counsel

ENCLOSURE A

S A M P L E A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, 2004, 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 Comp U Count Inventory Service, a partnership, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

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 January 21, 2004, hereby agrees to provide inventory services as described in the attached Specifications for “Services and Supplies Equipment and Stock Item Inventories.”

SECOND: The Contract Specifications, the Contractor’s Proposal, and the Standard Terms and Conditions of the Los Angeles County Service 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 $60,750 or such greater amount as the Board may approve.

FOURTH: In the event that 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, and addenda to the Request for Proposals shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract’s Specifications and Terms and Conditions to meet the County’s requirements.

SIXTH: 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.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

COMP U COUNT INVENTORY SERVICE, a partnership

By _____
James B. Holmquist Jr., Partner

By _____
David S. Reiner, Partner

SERVICES AND SUPPLIES EQUIPMENT AND STOCK ITEM INVENTORIES

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

PART II Service Contract General Requirements

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

PART III Standard Terms and Conditions

ATTACHMENTS

* DECLARATION FOR PROPOSAL
* CONTRACTOR'S INDUSTRIAL SAFETY RECORD
* CONFLICT OF INTEREST CERTIFICATION
* PROPOSER'S REFERENCE LIST
* PROPOSER'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 TO CHILD SUPPORT SERVICES DEPARTMENT)

* CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION (SUBMIT TO CHILD SUPPORT SERVICES DEPARTMENT AND SUBMIT A COPY TO PUBLIC WORKS)
* 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

INTERNAL REVENUE SERVICE NOTICE 1015

COUNTY OF LOS ANGELES VISION STATEMENT

DEBARRED VENDORS REPORT

SAFELY SURRENDERED BABY FACT SHEET (ENGLISH AND SPANISH)

EXHIBITS

Exhibit A	Property Custodian by Sublocation (14 pages)
Exhibit B-1	Stock Inventory Warehouse Locations
Exhibit B-2	Stock Inventory Items by Warehouse
Exhibit B-3	Warehouse Inventory Vendor Count
Exhibit C	Annual Equipment Inventory Reports and Data File Record Layout

* Section and Attachments to be submitted with Proposal.

PART I

SPECIFICATIONS AND CONDITIONS FOR

SERVICES AND SUPPLIES EQUIPMENT AND STOCK ITEM INVENTORIES

SECTION 1

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

1. Persons who wish to contract with the County may respond to this Request for Proposals (RFP) by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

2. The work to be accomplished under these Specifications will consist of performing a physical inventory of the services and supplies (S&S) equipment items and stock items for Public Works.

B. Proposal Format and Contents

Proposals shall be submitted in the sequence, with the 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. Include the following in the order listed:

1. Title page which indicates the Proposer's name, project title, and date of submission.

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

3. Introductory letter (REQUIRED).

   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.F, Evaluation Criteria):

   - Background and experience
   - Organization
   - Principals (include resumes if available)
   - Key staff (include resumes if available)

4. Work Plan

Submit a written Work Plan that describes the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

5. Subcontractors

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in this RFP that are applicable to the contractor in general. If subcontractors are to be employed, Proposer must submit a statement of the subcontractor's proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- Contractor's Industrial Safety Record;
- Conflict of Interest Certification;
- Proposer's Equal Employment Opportunity (EEO) Certification;
- GAIN/GROW Employment Commitment Form;
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- Principal Owner Information Form (submit to Child Support Services Department);
- Child Support Compliance Program Certification (submit to Child Support Services Department and submit a copy to Public Works); and
- Employee Jury Service Program Application for Exception and Certification Form.

6. Submit copies of the Proposer's licenses and certifications required to perform the work, if any.

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

8. Additional data and material not specifically requested for evaluation, but which the Proposer feels is essential, must appear in the last section. 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."

9. Forms List

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

- Schedule of Prices (Part I, Section 6)
- Declaration for Proposal
- Proposal
- Contractor's Industrial Safety Record
- Conflict of Interest Certification
- Proposer's Reference List
- Equal Employment Opportunity (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 to Child Support Services Department)
- Child Support Compliance Program Certification (submit to Child Support Services Department and submit a copy to Public Works)

- Jury Service Program Application for Exception and Certification.

C. Proposal Submission

1. Proposals shall be submitted with four complete copies (one original and three copies) of the Proposal and any accompanying documents. 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 Request for Proposals and the name of the Proposer. 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. While 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 that are not delivered directly to the Lobby Cashier.

D. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposers 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 (Part I, Section 1.B.9, Forms List). 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.

E. Child Support Compliance Program

Proposers must certify in accordance with the provisions of Section 2.200.060 of the County Code that: 1) the Principal Owner Information Form and the Child Support Compliance Program Certification Form has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners (Part I, Section 1.B.9, Forms List); 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 (Part I, Section 1.B.9, Forms List). 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.

F. 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.V, Jury Service Program. 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 jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury

Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

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 (Part I, Section 1.B.9, Forms List) 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.

G. 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 (Part I, Section 1.B.9, Forms List). 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 the Office of Affirmative Action and 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.

You can obtain further information on certification from the County Website at www.oaac.co.la.ca.us/sbemain.html or by calling (213) 974-0912.

H. Vendor Registration

Proposers must register online 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 required to attend a mandatory Proposers' Conference to be held at Public Works Headquarters, Conference Room A, 900 South Fremont Avenue, Alhambra, California 91803, on **Tuesday, January 13, 2004, at 2 p.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 RFP's 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 Project Managers

The Project Managers for the S&S Equipment Inventory will be Fiscal Division staff, Leanne Hall at (626)458-6934 and Karen Choi at (626) 458-6553.

The Stock Inventory Project Manager will be Hank Kokosenski of the Internal Audit Group at (626) 458-6545.

The Project Managers can be contacted Monday through Thursday 7 a.m. to 5:30 p.m. The Project Managers are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Project Managers. The Contractor shall be notified in writing when there is a change in Project Managers.

D. Work Location

1. S&S Equipment Inventory

The persons ("Property Custodians") who will be the Contractor's on-site contact for the S&S Equipment

Inventory and the list of locations to be inventoried is shown in Exhibit A, Property Custodian by Sublocation.

2. Stock Inventory

A list of warehouse locations to be inventoried, their hours, and their respective contact persons are shown in Exhibit B, Stock Inventory Warehouse Locations.

E. Work Description - Services and Supplies (S&S) Equipment Inventory

1. The Contractor shall provide all materials and equipment required to perform the annual S&S equipment physical inventory. This should include but is not limited to bar code scanners and all accompanying hardware and software needed to compile the inventory data. All forms, work sheets, etc., become the property of the County following the inventory. The total number of S&S equipment items is estimated to be 12,500 items.

2. The inventory process will include verifying and reporting unlisted property that should be added to the County's S&S equipment inventory. This task became necessary when the County increased the minimum value of a fixed asset to $5,000, demoting many items to S&S equipment status. Although the change in status was automatic, they have not yet been added to the S&S equipment inventory listing.

3. The Contractor shall inventory all S&S equipment items at the Public Works Headquarters building, field locations, and jobsites specified in Exhibit A.

4. The Contractor shall provide only qualified inventory specialists to perform S&S Equipment Inventory. Before the Contractor begins work, resumes for each inventory specialist shall be made available to the Project Manager. The Project Manager will determine if each specialist meets the minimum qualifications. The County reserves the right to request immediate removal of any Contractor employee who is determined to be unqualified to perform work or who creates unnecessary disruption. An individual so removed shall be immediately replaced by the Contractor.

5. The Contractor shall conduct the S&S Equipment Inventory primarily by using bar code readers to scan bar code tags currently affixed to the S&S equipment items. The Contractor shall provide the computer equipment and

software needed to compile and report inventory results, including exception items discussed in detail above.

6. The Contractor's personnel performing the S&S Equipment Inventory shall:

   - Actually observe the item inventoried.
   - Verify that the equipment is in good operational condition (not damaged beyond repair).
   - Verify that the Bar Code Tag Number is in good condition (is legible) and that the Bar Code Tag Number agrees with the description as shown on the Department's Listing of Service and Supplies Equipment provided by Fiscal Division.
   - Check inside trucks or truck beds for radios or any other equipment items that may be stored there.

7. The Contractor shall report on a daily basis to the Project Manager to convey the progress of the physical inventory so that any delays beyond the scheduled completion date of each location can be determined and corrective steps can be taken at the earliest possible date.

8. The Contractor shall develop a schedule and list of all the locations and current job sites where S&S equipment may be located and in use during the inventory (jobsites will vary depending on various factors, e.g., earthquakes or other natural disasters). Public Works Property Custodians (Exhibit A) will assist the Contractor in locating S&S equipment.

9. The first year's S&S Equipment Inventory shall begin on a date specified by the Project Manager and be completed no later than March 15, 2004, or as specified by the Project Manager. The option year's inventory shall commence as directed by the Project Manager and shall be completed by January 31, 2005, or as specified by the Project Manager.

10. The Contractor shall supply, within 10 days of the Board's approval of this Contract, a detailed Schedule of Work plan for performing the first year's S&S Equipment Inventory. The subsequent year's S&S Equipment Inventory Schedule of Work shall be submitted to the County by December 1, 2004. These schedules shall include the inventory count beginning and end dates by location and jobsite. The Contractor shall notify all field office

personnel identified by the Property Custodians of the dates designated for the physical inventory at each location by phone and shall confirm the notification in writing. The Contractor shall request that all equipment not in use at jobsites be brought back to the main yard or a sub yard.

11. On occasion, there will be S&S equipment items that will not have bar code tags (e.g., new equipment items that do not yet have a bar code tag or the bar code tag is defective or destroyed). In these instances, the Bar Code Tag number shall be manually recorded and the item shall be identified on the inventory report under "Missing or Illegible Bar Code Tags."

12. An estimated 1,200 pieces of S&S equipment will have missing, illegible or non-scannable bar code tags for the first year's physical inventory. These tags need to be affixed or replaced by the Contractor during the first year of the Contact. The Project Manager will provide a listing of those items which need the tags to be replaced. Replacing the tags means completely removing the old tag and affixing the correct corresponding new tag to the item. During the option year of this Contract, if equipment items with missing bar code tags have been identified prior to the inventory, Contractor may be asked to attach new bar codes to said equipment. Public Works anticipates up to 800 such items during this Contract's option year. Bar codes will be provided to the Contractor on an as-needed basis by the Project Manager.

13. The Contractor shall identify items that are inoperable or in need of major repair. It is not required that the Contractor test the equipment to see if it is operable. Visually observing the physical extremities of the equipment and noting if it is rusted beyond repair or if the item is crushed or demolished will be satisfactory. If the Contractor determines that the S&S equipment item is damaged beyond repair or inoperable, the Contractor shall identify the item on the inventory report under "Damaged/Inoperable."

14. If the physical location of the S&S equipment item is different from the location on the Public Works listing of S&S equipment, the Contractor shall report the item as found and the inventory location of the item shall be identified on the inventory report under "Inventory Location."

15. If the S&S equipment item does not match the corresponding property tag and/or bar code tag number's description in the Public Works listing of S&S equipment, the Contractor shall list the item and enter the new description on a separate inventory exception report for "Inaccurate Description Match." The new description shall include any identification characteristics, e.g., serial numbers or make/model of equipment.

16. If an S&S equipment number has been counted more than once by the Contractor, the Contractor shall check the bar code tag and/or the Property Tag Number. If they agree then the item was simply counted twice and the duplicate record should be removed. If the Property Tag and the Bar Code Tag do not agree with the description on the Public Works listing of service and supplies equipment, the item shall be listed on a separate inventory exception report for "Duplicate Item Numbers" with the new description and inventory location entered under "New Description" and "Inventory Location."

17. Missing Items

When the physical inventory has been initially completed and it is certain that the S&S equipment item has not been identified in another location, the Contractor shall perform additional follow-up work to account for any missing equipment items. Specifically, the Contractor shall first re-inventory the location where the S&S equipment item is currently recorded in the County records. If the S&S equipment item cannot be found at the original location, the Contractor shall work with the County Property Custodians to determine which field offices and jobsites to re-inventory. Every effort shall be made to locate missing S&S equipment.

If these additional steps fail to recover the item, the Contractor shall then have the Property Custodian complete a Report of Equipment Loss. Public Works' Property Custodian will have the form signed by the responsible Division Head. The Contractor shall submit the completed form to the Project Manager with the final inventory report. It is anticipated that the total lost or missing items will not exceed 0.5 percent based on prior years' inventories. One hundred percent of these items shall have the proper documentation (signed Report of Equipment Loss and Property Transfer Advice), as mentioned above.

F. Work Description - Stock Inventory

1. The Contractor shall take inventory of all items, including automotive parts, tools, maintenance and construction materials, and office supplies, etc. at the locations listed on Exhibit B-1, Stock Inventory by Warehouse Locations. The total number of stock items to be inventoried is estimated at 13,000-14,000. There are approximately 4,500 stock items in the Public Works main warehouse and approximately 9,000 stock items in the major outlying locations (see Exhibit B-2).

2. An item may consist of a single unit or many units. The same item may be stocked by different warehouses. An item may also be stored at different locations within the same warehouse.

3. The Contractor shall provide only qualified inventory specialists for performing the stock items inventory. Each inventory specialist shall be familiar with automotive parts, tools, maintenance and construction materials, and office supplies, etc. Before the Contractor's inventory teams begin to work, resumes for each inventory specialist shall be made available to the Project Manager for review. The Project Manager shall determine if each specialist meets the minimum qualifications. If it is determined that the individual supplied does not have the required experience, he/she shall be immediately replaced by the Contractor.

4. The Contractor shall provide necessary equipment to weigh, gauge, measure, etc., to ensure that items are inventoried properly.

5. The Contractor shall provide all materials and equipment required to perform the stock inventory except individual inventory cards which will be provided by the County.

6. The Contractor's responsibilities include but are not limited to the provision of inventory forms and other supplies. All inventory forms shall be developed by the Contractor for continuing use by the County and approved by the Project Manager in advance. All forms, work sheets, etc., become the property of the County following the inventory.

7. Fuel will not be included in the items to be counted and will be handled by County staff.

8. The Contractor shall supply the following information before work is will allowed to begin:

   - A detailed work plan for performing the stock inventory.

   - A copy of the proposed inventory forms to be used.

9. The stock inventory for the first year shall begin in April 2004, and be completed no later than May 31, 2004, or as specified by the Project Manager.

10. The stock inventory for the option year shall be completed no later than May 31, 2005. The start date for the option year inventory will be as specified by the Project Manager, provided that a reasonable time shall be allowed for completion of the inventory.

11. The stock inventory shall be conducted utilizing a team approach (i.e., teams of two workers each to count and verify each item). County staff will conduct a sample check of all work performed by the inventory teams. The sample counts will be compared to Contractor counts. If significant miscounts are found, at the Project Manager's discretion, all the stock items at the location shall be recounted by the Contractor until the sample check yields an level of accuracy acceptable to the Project Manager. To obtain satisfactory counts, the teams responsible shall be changed, retrained or replaced as determined by the Contractor and the Project Manager.

12. As each stock item is counted, the Contractor shall mark the shelf, location, etc., with a readily visible marker to provide a quick visible check of the inventory's progress.

13. The Contractor shall develop and provide for the Project Manager's prior approval, its own "hard copy" documentation which shall include, but not be limited to secured item tags for each inventoried item at each location to account for any changes (e.g., emergency items issued) during the inventory process.

14. The Contractor shall retain this data for 30 days following completion of each count as a backup provision to the County. The County reserves the right to specify and inspect the content of this documentation should any question arise.

G. Deliverables

1. S&S Equipment Inventory

a. Report Format - At the completion of the inventory count, the Contractor shall provide the data in the report format defined in Exhibit C, Annual Equipment Inventory Reports and Data File Record Layout. The data shall be furnished in Microsoft Excel in a computer-readable electronic file.

b. Department Inventory Report - Items Found - Divisional inventories shall be compiled into one comprehensive inventory for all of Public Works. This list shall contain all the assets on the Department's Listing of Service and Supplies Equipment that were found and include the following exceptions identified:

- Condition Code 1 - Missing or Illegible Bar Code Tag
- Condition Code 2 - Damaged or Inoperable Items
- Inventory Location (if different from the Public Works location)
- Responsible Division
- Contact person
- Additional location information

c. Equipment Description of Asset Does Not Match Description on the Department List - This is an exception report of items found that have a physical description that does not match the description on the Department's Listing of Service and Supplies.

d. Duplicate Item Numbers Inventoried - This is an exception report of duplicate item numbers as described above.

e. Items Not Found - This is an exception report of items not found.

2. Stock Inventory

a. The Contractor shall deliver to the Project Manager a Microsoft Excel (trademark) compatible spreadsheet file on a 3.5 inch floppy disk that contains the results of the inventory count. The data will be reconciled to the County's' records and used to correct the variances between the contractor's physical count and County's inventory records. The spreadsheet shall contain the County's item number, description, location designation, and the Contractor's physical count of the item. The spreadsheet shall be in the format illustrated in Exhibit B-3, Warehouse Inventory Vendor Count. The Contractor shall deliver the spreadsheet to the Project Manager at the end of each day's count at each location.

b. County staff will test inventory-related data input to ensure that the accuracy of the count is within acceptable parameters. An error list will be produced by the County and provided to the Contractor. The Contractor shall be required to resolve the errors on this list within three days of receipt.

c. The Contractor shall report on a daily basis to the Project Manager to convey the progress of the physical inventory so that any delays beyond the scheduled completion date of each location can be determined and corrective steps taken at the earliest possible date.

H. Responsibilities of Public Works

1. Public Works will assign Project Managers to provide all required information and act as liaison between the County and Contractor.

2. Public Works will not provide utilities.

3. Public Works will not provide storage facilities for the Contractor.

4. Public Works will determine the need for, and provide, job site inspection.

5. Public Works will provide the following:

a. Access to all facilities where the items to be inventoried are located.

b. Printed computer listing and data file of the current S&S equipment items. The listing will include Property Tag Numbers, location, description, and the name of the Property Custodian at each location.

c. Printed computer listing of the current Stock Inventory items and a list of Warehouse Locations. The listing will include the item numbers, approximate number of items, location and description, and a Public Works contact at each location. Public Works will provide the hours of service at each location.

I. Hours and Days of Service

Hours and days of service will be mutually arranged between the Contractor and the Project Managers. The Public Works' Headquarters location in Alhambra operates on a 4/40 schedule, Monday through Thursday, 7 a.m. to 5:30 p.m. Hours of operation for all other outlying locations may vary.

J. Duration of Contract

This Contract shall be for a period of one year commencing upon approval by the Board. At the discretion of the County, this Contract may be extended one more year for total contract period of two years. The County, acting through the Director Public Works, will give a written notice of intent to extend the term at least 30 days prior to the end of the first year's 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.

K. Additional Responsibilities of the Contractor

1. 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.

2. Disruption of County Operations

The Contractor shall ensure that disruption of normal operation of the County is minimized during the inventory.

L. Special Safety Requirements

1. The Contractor is warned that some inventory items are hazardous, e.g., vehicle parts, some types of machinery, paint, vehicle batteries, agricultural chemicals. Cleaning solvents, etc. Therefore, the Contractor shall supply its personnel with protective gear necessary to ensure their safety and protection.

2. All Contractor personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' jobsites.

3. Hard hats shall be worn in areas that require them. Suitable clothing, gloves, shoes that meet Cal/OSHA requirements are required

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 a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant agreement, and to determine which Proposal best serves the 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's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meets 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 (P.L. 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 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 the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract will be submitted to the Board for consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability. Proposers' financial statements and other portions of the Proposal may be reviewed by the Public Works financial staff in order to assist the evaluators.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

Public Works may, at its option, invite some or all of the Proposers to make a presentation and participate in an interview before a final selection is made.

F. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but are 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. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

b. Proposer's Safety Record which 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 submitted the Jury Service Program Certification Form and Application for Exception stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.

g. Proposer has signed all appropriate forms and Part I, Section 6, Schedule of Prices.

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

2. Proposals passing the first step will be evaluated based on the following:

a. Proposed Price (50 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), will receive the full weight of this evaluated item (50 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 (50 points). However, the Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

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. Work Plan and Approach (25 points)

Proposals will be evaluated on the extent to which the Work Plan meets the Scope of Work requirements for all tasks identified and on the extent to which it demonstrates creativity and innovation that exceed the minimum requirements of the Scope of Work.

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 (Part I, Section 1.B.4) comprised of Proposer's staffing plan and programs for personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification, safety, communications, and quality control.

Significant unacceptable weakness in any factor of the Work Plan may result in a low or zero score for the Work Plan overall. Omission of the Work Plan may also result in a zero score for this evaluation category. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

c. 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 Public Works and other County departments. One or more unfavorable references may result in rejection of the Proposal.

d. Experience (10 points)

The evaluators may award a maximum of 10 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.B.3), 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.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. 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.

2. 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.

3. 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 Cal/OSHA 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 Cal/OSHA 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.

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

   Specifically identify this Contract.

   a. Clearly evidence all coverage required in this Contract.

   b. 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.

   c. 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.

   d. 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.

SECTION 5

METHOD OF PAYMENT

A. Services and Supplies Equipment Inventory

Payment will be made in a lump sum when all work is completed on the services and supplies equipment inventory to the satisfaction of the County Project Manager, and upon receipt of a claim from the Contractor. The Contractor's claim shall clearly indicate the work performed. Invoices shall indicate inclusive dates of services, contract number, name of Contractor's employee(s), and the work performed (identified by the Hourly Rate in Part I, Section 6), if applicable.

The invoice shall be submitted in triplicate (one original and two copies) to:

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

B. Stock Inventory

Payment will be made in a lump sum when all work is completed on the Stock Inventory, to the satisfaction of the Director of Public Works, and upon receipt of a claim from the Contractor. The Contractor's claim shall clearly indicate the work performed. Invoices shall indicate inclusive dates of services, contract number, name of Contractor's employee(s), and the work performed (identified by the Hourly Rate in Part I, Section 6), if applicable.

The invoice shall be submitted in triplicate (one original and two copies) to:

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

C. Contractor's Expenses

The Contractor's sole compensation shall be payment of invoiced hourly rates and unit prices specified in the Schedule of Prices. The Contractor shall bear its own

expenses of salary, wages, subcontractors, administrative overhead, transportation, travel, parking, lodging, meals, copying, mailing, supplies and the like.

D. Cost of Living Adjustment

1. Hourly rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor Bureau of Labor Statistics' all Urban Consumers Price Index for the Los Angeles-Anaheim-Riverside area(CPI). The change in the CPI used in computing this contract's option year amount shall be 12 times the average monthly change over the first nine months of the current contract term. However, any increase shall not exceed the average salary movement granted to County employees. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

2. Cost of living adjustments do not apply to rates for Schedule of Prices Item 2, As-Needed Bar Coding.

E. Withholding of Payment

Public Works may withhold the whole or a portion of the payment to Contractor in the event of the Contractors' failure to perform any portion of this Contract including any element of any deliverable. The amount of the withheld payment shall equal the ascertainable cost of performing the omitted work. Public Works reserves its right to any additional remedies including, but not limited to consequential damages.

F. Limitation on Compensation

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

G. Only Project Manager May Order Work

The Contractor understands and agrees that only the designated Public Works Project Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Project Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

H. Contractor's Responsibility to Monitor Expenditures

Contractor shall not perform or accept work requests from the Project Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Project Manager in writing.

SECTION 6

SCHEDULE OF PRICES

FOR SERVICES & SUPPLIES EQUIPMENT AND STOCK INVENTORIES

In accordance with these 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 and materials, except those specified to be furnished by Public Works. The hourly rates are to include all employee costs (e.g., salary and employee benefits, mileage and overtime), Contractor's costs (e.g., administration and supervision), profit, etc. The hourly rate is to reflect the hourly cost to Public Works for the Contractor to provide the required services.

ITEM	ITEM DESCRIPTION	RATE	ESTIMATED NUMBER OF UNITS	PROPOSAL PRICE
1.	Service and Supplies equipment inventory, including all personnel, supervision, material, and equipment required to inventory approximately 12,500 items.	$ 27.00 PER HOUR	x ESTIMATED NUMBER OF HOURS REQUIRED: (SPECIFY) 1400	$ 37800.00
2.	As-Needed Bar Coding: Approximately 1,200 during the first year of Contract.	$ 0 PER BAR CODE	x ESTIMATED NUMBER OF BAR CODES – FIRST YEAR: 1,200	$ 0.00
3.	Stock Inventory, including all personnel, supervision, material, and equipment required to perform all work described in the scope of work.	$ 27.00 PER HOUR	x ESTIMATED NUMBER OF HOURS REQUIRED: (SPECIFY) 850	$ 22950.00

Legal Name of Proposer (Print): Camp U Count Inventory Service		Telephone: (818) 701-0902
Signature: [signature] – Gen. Partner		Fax: (818) 701-0904
Address: 8949 RESEDA BLVD #222	City and State: NORTHRIDGE, CA	Zip Code: 91324

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PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

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

B. 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. 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.

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

4. Contract Work/Work. performed for the County by a licensed Contractor. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

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

6. 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 their authorized representative(s).

7. District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County

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

8. Maximum Contract Sum. The aggregate total amount of compensation authorized by the Board.

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

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

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

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

13. 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.

C. 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. Proposer Debarment

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.

S. Safely Surrendered Baby Law

The Proposer 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 in the Attachments of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

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 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

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 jobsite, 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. Jobsite 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 jobsite.

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 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.

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

1. The Contractor shall:

   a. 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;

   b. 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,

   c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

2. 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.

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

K. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by 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. Consideration of Hiring County Employees Targeted for Layoffs

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

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:

   Chief Deputy 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.

Q. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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 in the Attachments to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

R. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

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

ATTACHMENTS

* DECLARATION FOR PROPOSAL

* CONTRACTOR'S INDUSTRIAL SAFETY RECORD

* CONFLICT OF INTEREST CERTIFICATION

* PROPOSER'S REFERENCE LIST

* PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY 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 (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT AND DEPARTMENT OF PUBLIC WORKS)

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

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015

COUNTY OF LOS ANGELES VISION STATEMENT

DEBARRED VENDORS REPORT

SAFELY SURRENDERED BABY LAW FACT SHEETS (ENGLISH AND SPANISH)

* Attachments to be submitted with Proposal

Enclosure B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 218
Bid Title : Services and Supplies Equipment and Stock Item Inventories
Bid Type : Service
Department : Public Works
Commodity : INVENTORY SERVICES
Open Date : 12/22/2003
Closing Date : 1/21/2004 5:30 PM
Bid Amount : $ 65,000
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 until 5:30 p.m., Wednesday, January 21, 2004, for "Services and Supplies Equipment and Stock Item Inventories." The estimated annual cost for this service is $65,000.

A Proposers Conference will be held Tuesday, January 13, 2004, at 2 p.m, in Conference Room A, at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Upon request we can provide contract information in alternate formats and/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 from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or to have it mailed, contact Ms. Marcia Lucero at (626) 458 4044 (se habla Espan˜ol) or at mlucero@ladpw.org.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 12/23/2003 8:07:27 AM

Back to Last Window

Back to Award Main

Enclosure C-1

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:	Comp U Count Inventory Service
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	52931901

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	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):	27				

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				1	2	
Hispanic/Latino			3		5	2
Asian or Pacific Islander			1		2	
American Indian						
Filipino						
White	2		2	1	4	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	%	%	%	%	%	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.) No

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
NOT APPLICABLE					

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]	PARTNER	1/21/04

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: **A & B INVENTORY SERVICE**	
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: **APPLIED FOR LAST WEEK**	

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	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): **40**					

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				1	1	2
Hispanic/Latino				1	2	3
Asian or Pacific Islander			1			2
American Indian						
Filipino				1	3	4
White		1		1	4	13

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

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

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	Disadvan-taged	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:
	OWNER	**1/21/04**