COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

JAMES A. NOYES, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 1, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

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:

SURFACE MINES ANNUAL INSPECTION SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

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

2. Award and delegate authority to the Director of Public Works to execute the contract for "Surface Mines Annual Inspection Services" to Resource Design Technology, Inc., located in Folsom, California. This contract will be for a period of one year commencing upon Board approval and may be extended an additional four years, not to exceed a total contract period of five years.

3. Delegate authority to the Director of Public Works to renew this contract for each one-year renewal option, if, in the opinion of the Director, renewal is warranted, or to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

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

5. Authorize Public Works to encumber an annual amount not to exceed $16,000. This amount is based on our estimated annual cost to

perform this service at the contractor's quoted price. Funds are available in Public Works' 2003-04 Flood Control District and County Engineer Funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this contract is to ensure County compliance with the California Surface Mining and Reclamation Act of 1975 and County Code Title 22 which require that all County surface mines be inspected and audited annually to assure that the mines' reclamation plans are adequate and that the mine operators' financial assurances are sufficient to guarantee performance of the reclamation plans. The inspection reports must be filed with the State no later than December 31 of each year. Operators who are directed to revise their reclamation plans or increase their assurances must comply by the following June 30. This service has been contracted since 1998. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Service Excellence. This contract will utilize the contractor's expertise to conduct these mandated inspection services in a timely and effective manner as well as improve the safety and environmental compliance of surface mines in the County.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed $16,000. This amount is based on our estimated annual cost to perform this service at the contractor's quoted price. This contract will commence upon Board approval for a period of one year. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed five years. In any event, 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.

Funds are available in Public Works' 2003-04 Flood Control District and County Engineer Funds.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract which is 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 (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 service is categorically exempt from CEQA as specified in Class 7 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On September 25, 2003, Public Works solicited proposals from 45 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 October 20, 2003, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements 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, work plan, references, and pricing. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and lowest-cost proposer, Resource Design Technology, Inc., located in Folsom, 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 these services are 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. 4

cc: Chief Administrative Office; County Counsel

SAMPLE AGREEMENT FOR

SURFACE MINES ANNUAL INSPECTION SERVICES

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 Resource Design Technology, Inc., hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: 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 October 20, 2003, hereby agrees to provide services as described in the attached specifications for Surface Mines Annual Inspection Services, including but not limited to the Scope of Work .

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of the Los Angeles County Service Contracts, all attached hereto; 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 specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-3, an annual amount not to exceed $16,000 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, herein, the County's provisions 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

RESOURCE DESIGN TECHNOLOGY, INC.

By _____
Its President

By _____
Its Secretary

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SURFACE MINES ANNUAL
INSPECTION SERVICES

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* Attachments to be completed and submitted with Proposal.

PART I

SPECIFICATIONS AND CONDITIONS FOR SURFACE MINES ANNUAL INSPECTION SERVICES

SECTION 1

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

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.

The County is seeking the services of one qualified consultant to conduct annual inspection of surface mining operations with approved reclamation plans within the unincorporated area of the County in accordance with the Surface Mining and Reclamation Act (SMARA) and Title 22 of the Los Angeles County Code.

Proposers must have the ability to conduct annual inspections of the mining operations to ensure that the surface mining activity is in accordance with the approved reclamation plans, conditions of permit approval, and environmental mitigation measures. Proposers must also have a knowledge of and experience with the customs and practices in the mining regulation field and the ability to maintain a good working relationship with other local, State, and Federal regulatory agencies. Proposers must have an ability to appreciate reclamation and operational issues from the perspective of mine operators to facilitate condition compliance and reclamation in a pro-active, non-conformational manner.

To assist the Proposers in estimating their costs, our surface mine files are available for review at Public Works' Headquarters, by appointment, prior to the Proposal submission deadline. Contact Ms. Letty Schleikorn (626) 458-4904 for an appointment.

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 that 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 (optional).

4. A comprehensive description of the Proposer's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the evaluation criteria (see Part I, Section 3.G, Evaluation Criteria):

   - Background and experience. The experience statement must include information about past work performance on projects of a similar nature to this contract. Proposers must provide names of clients, contact personnel, telephone numbers, type of projects, and description of Proposer's activities and dates of activities.

   - Organization

   - Principals (include resumes if available)

   - Key staff and subcontractors (include resumes if available)

5. 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 report formats, personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

6. Subcontractors

   The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, you must submit a statement of their

proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

PW-4 Contractor's Industrial Safety Record;

PW-5 Conflict of Interest Certification;

PW-7 Proposer's Equal Employment Opportunity Certification;

PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);

PW-10 GAIN/GROW Employment Commitment;

PW-11 Principal Owner Information Form (submit to Child Support Services Department and Public Works);

PW-12 Child Support Compliance Program Certification (submit to Child Support Services Department and Public Works); and

PW-13 Employee Jury Service Program Application for Exception and Certification Form.

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

8. 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.

9. 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."

10. Forms List

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

PW-1	Declaration for Proposal;
PW-2	Proposal;
PW-3	Schedule of Prices;
PW-4	Contractor's Industrial Safety Record;
PW-5	Conflict of Interest Certification;
PW-6	Proposer's Reference List;
PW-7	Proposer's Equal Employment Opportunity Certification;
PW-8	List of Subcontractors;
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information;
PW-10	GAIN/GROW Employment Commitment;
PW-11	Principal Owner Information Form (submit to Child Support Services Department and Public Works)
PW-12	Child Support Compliance Program Certification (submit to Child Support Services Department and Public Works); and
PW-13	County of Los Angeles Contractor Employee 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 (Form PW-10, GAIN/GROW Employment Commitment). 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) Form PW-11, the Principal Owner Information Form and Form PW-12, the Child Support Compliance Program Certification Form have been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; (2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (Form PW-12). Failure by the Proposer to provide the Principal Owner Information Form (Form PW-11) 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. 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 on Form PW-13, the County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form, 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 Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information. 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 Website 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 proposals, all proposers are required to attend a Proposers' Conference to be held at Public Works' Headquarters, Alhambra Room, 900 South Fremont Avenue, Alhambra, California 91803, **on Tuesday, September ~~23~~ 30, 2003, at ~~2:30~~ 1:30 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 Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Proposal Requirements and Conditions

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

C. Public Works' Project Manager

Public Works' Project Manager will be Letty Schleikorn of Land Development Division and can be contacted at (626) 458-4904, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Project Manager is the only person 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

There are ten surface mines with approved reclamation plans within the unincorporated area of the County. Three of these mines are idle and seven are active. These mines include the extraction of sand and gravel, rocks, and heavy minerals. These mines include in-river, pit, and hillside mining operations.

The following table shows the identification number, name, and location of the surface mines being considered:

I.D. No.	Name	Location
SM 0021	Acton Clay Quarries	Acton
SM 88126	Big Rock Creek	Big Rock Creek
SM 91070	Castaic Clay	Castaic
SM 86357	Curtis Sand and Gravel	Santa Clarita
SM 90320	Del Sur Ridge Quarry	Bouquet Canyon
SM 86137	Empire Landing Quarry	Catalina Island
SM 85610	Lang Station-Sweetwater	Santa Clarita
SM 86136	Pebbly Beach Quarry	Catalina Island
SM 96204	Rasmussen Soledad Rock Quarry	Santa Clarita
SM 90016	Soledad Canyon	Santa Clarita

E. Maps

A map of mine locations is attached as Exhibit A.

F. Work Description

Public Works assists the County's Department of Regional Planning in conducting annual site inspections of surface mining operations in accordance with SMARA and Title 22 of the Los Angeles County Code.

Prior to conducting the first annual inspection of these mines, the Contractor shall evaluate the existing reclamation plans and financial assurances to determine if any deficiencies exist. Public Works will then use these recommendations, if any, to bring the operators and documentation into compliance. This evaluation by the Contractor shall be done only once at the start of this Contract.

The Contractor shall conduct an annual inspection and financial assurance reviews of these mines in accordance with their approved reclamation plan, conditions of permit approval, environmental mitigation measures, SMARA and Title 22 of the County Code, utilizing the State inspection forms. These forms shall be submitted to Public Works within seven working days after completing the mine inspection.

G. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday.

Work hours may be altered, when necessary, with the approval of the Director.

H. Duration of Contract

This Contract shall be for a period of one year commencing July 1, 2004. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

I. Conflict of Interest

The Contractor shall not be hired or retained by any of the mining operators being inspected under this Contract.

J. Utilities

The County will not provide utilities.

K. Storage Facilities

The County will not provide storage facilities for the Contractor.

L. Special Safety Requirements

1. All Contractor operators 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' job sites.

2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

M. Project Safety Official

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

cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

Notwithstanding 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 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

D. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by 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 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.

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 price evaluation will be divided into two components: (1) Annual inspection and compliance services = 40 points; (2) As needed consulting services = 10 points.

The quotations in Form PW-3, Schedule of Prices, Items 1, 2 and 3 will be evaluated as follows:

The proposed hourly rate quoted in Item 1 of the Schedule of Prices, Form PW-3, will be multiplied by the estimated hours quoted in Item 2, yielding the proposed price for annual inspection and compliance services.

The lowest proposed price for annual inspection and compliance services calculated from Items 1 and 2

will receive 40 points, or 80 percent of the 50 points assigned to Proposed Price.

The lowest proposed hourly rate for as-needed consulting services quoted in Item 3 will receive 10 points, or 20 percent of the 50 points assigned to Proposed Price.

Other Proposals will receive prorated scores calculated as follows: divide the lowest proposed annual price for regular inspection and compliance services by each other Proposers' proposed annual price and multiply the result by the maximum possible points for this component (40 points). Repeat this operation on the hourly rates for as-needed services, multiplying the result by the maximum possible points for this component (10 points). However, the Proposal with the lowest price or prices 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. 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.

c. Experience (15 points)

The evaluators may award a maximum of 15 points for the quality and quantity of experience of the Proposer and its key personnel and subcontractors in providing the requested services. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its

capabilities, resumes of key personnel (Part I, Section 1.C.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.

d. Work Plan (20 points)

Scoring of the Proposer's detailed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements of the scope of work, respond to contingencies and emergencies, render timely and responsive service to Public Works, properly evaluate miners' financial assurances and reclamation plans, and reliably assist the County in obtaining timely compliance with State, County, and other mine regulations; approved reclamation plans; conditions of permit approval; and environmental mitigation measures.

The evaluation committee may make this determination from all relevant information presented, which may include but is not limited to Proposer's Work Plan (Part I, Section 1.B.5) 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 of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

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

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

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors, or County attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of

Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by 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.

1. 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:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

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

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

   e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they

apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

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

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

6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

   a. Contractor providing evidence of insurance covering the activities of subcontractor, or

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

E. Insurance Coverage Requirements

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

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

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

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

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation

benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

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

SECTION 5

METHOD OF PAYMENT

A. Payments

Payments will be based on the hourly rate times the actual number of hours provided for services for each surface mine. This is reflected in the Schedule of Prices (Form PW-3). Payments will be made when all work is completed to the satisfaction of the Director and upon receipt from the Contractor of a properly completed invoice.

Payment shall be made upon completion of all inspections. Upon such completion, Public Works shall make payment to the Contractor within 30 days of receipt and approval of separate, properly completed invoices for each surface mine. Each invoice shall clearly indicate the job order number for the surface mine and the nature of work performed. Invoices shall be sent to:

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

B. 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 authorized amount is the Maximum Contract Sum.

C. 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.

D. 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.

E. Cost-of-Living Adjustments

The rate of compensation set forth in Part I, Section 6 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-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract's term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustments will be granted.

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

J. Safety Requirements

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

K. Public Safety

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

L. Confidentiality

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

M. Quantities of Work

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

N. Work Area Controls

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

O. Transportation

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

P. Storage of Material and Equipment

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

Q. County's Quality Assurance Plan

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

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L. A.'s Most Wanted: Delinquent

Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

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

T. Recycled-Content Paper Products

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

U. Contractor Responsibility and Debarment

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

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

V. <u>Jury Service Program</u>

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 Small Business Enterprise 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

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,

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

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

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

K. Consideration of Hiring GAIN Employees

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

L. Notice to Employees Regarding the Federal Earned Income Credit

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

M. 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:

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

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

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.

TABLE OF FORMS

PW-1.	DECLARATION FOR PROPOSAL
PW-2.	PROPOSAL
PW-3.	SCHEDULE OF PRICES
PW-4.	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5.	CONFLICT OF INTEREST CERTIFICATION
PW-6.	PROPOSER'S REFERENCE LIST
PW-7.	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8.	LIST OF SUBCONTRACTORS
PW-9.	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION
PW-10.	GAIN EMPLOYMENT COMMITMENT
PW-11.	PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
PW-12.	CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
PW-13.	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

ATTACHMENTS

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015 (EARNED INCOME CREDIT)

COUNTY OF LOS ANGELES VISION STATEMENT

DEBARRED VENDOR REPORT

SAFELY SURRENDERED BABY LAW FACT SHEET

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 206
Bid Title : Surface Mines Annual Inspection Services
Bid Type : Service
Department : Public Works
Commodity : MINING AND QUARRYING SERVICES
Open Date : 9/3/2003
Closing Date : 10/20/2003 5:30 PM
Bid Amount : $ 16,000
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., Monday, October 20, 2003, for "Surface Mines Annual Inspection Services." The estimated annual cost of this service is $16,000.

A Proposers' Conference will be held on Tuesday, September 30, 2003, at 1:30 p.m., in the Alhambra Room, at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not sign in as attendees at this conference.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. 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 by calling Ms. Marcia Lucero at (626) 458?4044 (se habla Espan˜ol) to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 9/4/2003 5:18:37 PM

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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

roposers responding to the Request for Proposals must complete and return this form for proper sideration of the proposal.

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