COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

November 5, 2008

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:

AWARD OF CONTRACTS FOR AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award additional contracts for an existing As-Needed Vehicle and Equipment Repair and Towing Services Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.

2. Award additional contracts for the existing As-Needed Vehicle and Equipment Repair and Towing Services Program with no change in the program funding. These contracts will commence upon your Board's approval and will be effective through December 31, 2009.

3. Authorize the Acting Director of Public Works or his designee to execute individual contracts with each of the contractors; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain as-needed and intermittent vehicle and equipment repair and towing services to maintain the Department of Public Works' (Public Works) vehicles and equipment at the Alhambra Headquarters and field facilities in Baldwin Park, Altadena, Westchester, Hollydale, Central Los Angeles (Lincoln Heights), and Palmdale. Public Works has contracted for these services since 1988.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3) and Community Services (Goal 6). Having contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. No new funding is being requesting for this existing As-Needed Vehicle and Equipment Repair and Towing Services Program. The existing program has been approved by your Board for an annual maximum aggregate amount not to exceed $2,500,000 plus 25 percent for unforeseen, additional work within the scope of the program. This amount is based on our estimated annual utilization of the contractors' services.

Financing for these services is included in various Adopted Fiscal Year 2008-09 Budgets. When the need arises for services under these contracts, financing for the required services will be made from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the aggregate program amount approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds to finance the Fiscal Year 2009-10 and the 25 percent additional financing for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors and their locations are listed in Attachment A. The contracts will commence upon your Board's approval. These contracts will expire on December 31, 2009.

On December 11, 2007, Agenda Item 26, your Board awarded eight contracts through the Request for Statement of Qualifications (RFSQ) process. The RFSQ process remained open to submission of statements of qualifications from additional vendors on

a semiannual basis or depending on need. With your Board's approval, Public Works will enter into 27 additional contracts. Awarding these contracts will allow Public Works to ensure timely responses to workload requirements.

Initial contracts in this program commenced on January 1, 2008, with an annual maximum aggregate sum of $1,500,000. On September 2, 2008, Agenda Item 37, the program was supplemented by $1 million to increase the annual aggregate sum not to exceed $2,500,000.

The contracts will be in the form previously reviewed and approved by County Counsel (Attachment B). The recommended contracts with these contractors were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements. Attachment C is the copy of the RFSQ used to qualify these contractors, and County Counsel has reviewed and approved the RFSQ.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

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 contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the RFSQ for these contracted services was submitted on February 4, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301, Class 1 (d) of CEQA.

CONTRACTING PROCESS

On February 4, 2008, and September 9, 2008, Public Works solicited proposals from 423 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFSQ was placed on the County's bid website (Attachment D), and an advertisement was placed in the *Los Angeles Times*.

On March 3, 2008, and September 29, 2008, 29 statements of qualifications were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Two proposers withdrew their statement of qualifications. The remaining statements of qualifications were determined to have met all the requirements of the RFSQ. Based on this evaluation, Public Works selected 27 responsive and responsible proposers. Therefore, it is recommended that the 27 contractors immediately be offered the opportunity to enter into a County contract to provide vehicle and equipment repair and towing services. The hourly rates submitted by the proposers are within the range appropriate for the services solicited.

It is requested that your Board delegate authority to the Acting Director of Public Works or his designee to execute the individual contracts with each contractor. This will eliminate the need to process each contract through your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:GZ:cg

Attachments (4)

c: Chief Executive Office (Lari Sheehan)
County Counsel

ATTACHMENT A

LIST OF CONTRACTORS TO BE AWARDED
AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM

Kenneth Wilson
d.b.a. Panorama Towing Service
23222 Sierra Highway
Newhall, CA 91321

Mike Steves
d.b.a. Collins Trim Shop
7728 South Greenleaf Avenue
Whittier, CA 90603

De Nardi Machinery
d.b.a. D3 Equipment
12247 Lakeland Road
Santa Fe Springs, CA 90670

Rebilt Metalizing, Inc.
2229 East 38th Street
Vernon, CA 90058

Preferred Aerial and Crane Technology, Inc.
1121 East Marshall Place
Long Beach, CA 90807

Helms & Hill, Inc.
649 South Maple Avenue
Montebello, CA 90640

Western States Converters & Transmissions, Inc.
224 Jason Court
Corona, CA 92879

Gunderson Auto Group, LLC
3333 Santa Anita Avenue
El Monte, CA 91731

Daniels Auto Service
11850 East Slauson Avenue
Santa Fe Springs, CA 90670

Diesel Exhaust & Emissions, LLC
11043 Shoemaker Avenue
Santa Fe Springs, CA 90670

A-Z Bus Sales, Inc.
1900 South Riverside Avenue
Colton, CA 92324

Throgmorton's Frame Clinic, Inc.
2414 Connor Avenue
Commerce, CA 90040

Dalia Aguilar
d.b.a. MVP Auto Glass
2410 East Walnut Street
Pasadena, CA 91107

Johnson Ford, Inc.
d.b.a. Antelope Valley Ford Lincoln Mercury
1155 Auto Mall Drive
Lancaster, CA 93534

S & J Chevrolet
18605 Studebaker Road
Cerritos, CA 90703

Western Truck Exchange
159 East Manchester Avenue
Los Angeles, CA 90003

Valley Power Systems, Inc.
11300 Inland Avenue
Mira Loma, CA 91752

A-1 Transmission – Automotive Technology, Inc.
301 East Blaine Street
Corona, CA 92879

South Pas, Inc., d.b.a. Alhambra Auto Kraft
539 West Main Street
Alhambra, CA 91801

Baldwin Auto Craft, Inc.
14941 East Ramona Boulevard
Baldwin Park, CA 91706

Freddie Mac's, Inc.
2740 North Bruin Avenue
South El Monte, CA 91733

Cummins Cal Pacific, LLC
1105 South Greenwood Avenue
Montebello, CA 90640

LIST OF CONTRACTORS TO BE AWARDED
AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM

Fred M. Boerner Motor Co.,
d.b.a. Boerner Truck Center
3620 East Florence Avenue
Huntington Park, CA 90255

Component Repair Company
13040 Los Nietos Road, #D
Santa Fe Springs, CA 90670

AFS, Inc., d.b.a. Ironman Parts & Services
2535 Anselmo Drive
Corona, CA 92879

Carmenita Ford Truck Sales, Inc.
13493 East Freeway Drive
Santa Fe Springs, CA 90670

Macs Radiator Service, Inc.
9681 Alondra Boulevard
Bellflower, CA 90706

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SAMPLE AGREEMENT FOR

AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND

TOWING SERVICES PROGRAM (2008-AN013)

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, 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 [NAME OF CONTRACTOR], a [Form of Entity] (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 qualifications filed with the COUNTY on _____, 2008, hereby agrees to provide services as described in the attached specifications for As-Needed Vehicle and Equipment Repair and Towing Services Program (2008-AN013), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute 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-2. In no event will the COUNTY pay any and all contractors providing service under this program an aggregate annual amount exceeding $2,500,000 (Maximum Program Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's term shall commence on upon Board approval through December 31, 2009.

FIFTH: The CONTRACTOR shall bill upon completion of the work order. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices. The CONTRACTOR shall present invoices for all work performed and approved by the Contract Manager, Shop Superintendent, or Transportation Unit supervisor at the time of pickup, delivery, or return. The CONTRACTOR'S invoice shall be legible and shall include: date of service; make and model of vehicle or equipment serviced or towed; COUNTY vehicle/equipment identification number; current vehicle/equipment mileage and/or hour meter readings; description of type of service and/or repair performed; itemized cost for each type of service as well as documentation detailing the cost of itemized parts or fluids supplied minus the agreed discount; indicate

any special circumstances when appropriate; name of Contract Manager, Shop Superintendent, or the Transportation Unit supervisor who ordered or authorized the service; signature of authorized Contract Manager, Shop Superintendent, or Transportation Unit supervisor; work order number; and this Contract number.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

The CONTRACTOR shall not hand over or deliver an invoice(s) to the Contract Manager, Shop Superintendent, Transportation Unit supervisor, any Public Works driver or mail to a Public Works Fleet Maintenance Shop. The CONTRACTOR shall only submit their invoices to Fiscal Division as noted.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager, Shop Superintendents, and Transportation Unit supervisor are authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager, Shop Superintendents, or Transportation Unit supervisor are 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 Program Sum.

EIGHTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager, Shop Superintendents, Transportation Unit supervisor, or any other person that will cause the Maximum Program Sum to be exceeded. The CONTRACTOR shall monitor the balance of the Maximum Program 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 Program Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

TENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

ELEVENTH: 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 Acting 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 _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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ATTACHMENT C

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

September 9, 2008

IN REPLY PLEASE
REFER TO FILE: AS-0

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

PLEASE TAKE NOTICE that Public Works requests statement of qualifications for providing various services under the As-Needed Vehicle and Equipment Repair and Towing Services Program (2008-AN013). The total estimated annual Program amount for these services is estimated to be $2.5 million. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Jeanette Arismendez at (626) 458-4050, jarismen@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

IF YOUR COMPANY CURRENTLY HAS AN ACTIVE CONTRACT FOR THESE VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES WITH PUBLIC WORKS, YOU NEED *NOT* APPLY AS YOUR EXISTING CONTRACT IS NOT BEING TERMINATED AS A RESULT OF THIS SOLICITATION.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document, including, but not limited to, one year of experience providing the type of service requested, completion of all of the required forms, and proof of valid insurance coverage.

Addendum 1 to this RFSQ can be found at the above link. The changes in Addendum 1 have been incorporated into the final RFSQ, which can be found at the above link. A Workshop will be held on **Tuesday, September 16, 2008, at 10 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE WORKSHOPS IS VOLUNTARY. IF YOUR COMPANY CURRENTLY HAS AN ACTIVE CONTRACT FOR THESE VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES WITH PUBLIC WORKS, YOU NEED *NOT* ATTEND.**

The deadline to submit proposals is Monday, September 29, 2008, at 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

DIANE LEE
Deputy Director

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P:\aspub\CONTRACT\Tami\VEHICLE\2008\RFSQ Diesel Retro\1 RFSQ NOTICE.DOC

Enc.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

Approved September 8, 2008
Dean D. Efstathiou
Acting Director of Public Works

By: _____
Deputy Director

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

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PW-10 GAIN and GROW Employment Commitment
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ATTACHMENTS

1. Policy on Doing Business with Small Business
2. Debarred Vendors Report
3. County of Los Angeles Lobbyist Ordinance

PART II

SAMPLE AGREEMENT FOR AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

EXHIBITS

A. Scope of Work

B. Service Contract General Requirements
Section 1 - Interpretation of Contract
Section 2 - Standard Terms and Conditions Pertaining to Contract Administration
Section 3 - Terminations
Section 4 - General Conditions of Contract Work
Section 5 - Indemnification and Insurance Requirements
Section 6 - Contractor Responsibility and Debarment
Section 7 - Compliance with the County's Jury Service Program
Section 8 - Safely Surrendered Baby Law Program
Section 9 - Transitional Job Opportunities Preference Program
Section 10 - Local Small Business Enterprise Preference Program

C. Internal Revenue Service Notice 1015

D. Safely Surrendered Baby Law Posters

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PART I

REQUEST FOR STATEMENT OF QUALIFICATIONS

SECTION 1

INTRODUCTION

A. Proposers' Pricing Instructions

Proposers are requested to provide unit prices on Form PW-2 (Schedule of Prices) for the types and categories that most nearly describe the service they propose to provide. Proposers only need to provide prices for those items that they can deliver per the Specifications (Exhibit A, Scope of Work). Proposers can provide unit prices for as many/few items or services as they desire. Proposers are not required to provide prices for all of the items. **All qualified Proposers will be offered an opportunity to enter into a contract with the County, provided all Statement of Qualifications (SOQ) submissions and insurance requirements are in proper order**. Please refer further to Part I, Section 2, Statement of Qualifications Preparation and Submission and Section 4, Evaluation of Statement of Qualifications; Award and Execution of Contract.

B. Contract Analyst

All contact regarding this Request for Statement of Qualifications (RFSQ) or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Jeanette Arismendez
P.O. Box 1460
Alhambra, California 91802-1460

E-mail Address: jarismen@dpw.lacounty.gov
Telephone: (626) 458-4050
Facsimile: (626) 458-4194

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the contract analyst named in the Notice of Request for Statement of Qualifications and above, regarding this solicitation, the County, in its sole determination, may disqualify their SOQ from further consideration.

C. Request for Statement of Qualifications Requirements and Contract Specifications

1. Persons who wish to contract with the County may respond to this RFSQ by submitting a SOQ in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

2. Requirements for Statement of Qualifications are explained in Part I of this RFSQ.

3. The contract specifications are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; and Attachment 2, Debarred Vendors Report; and Attachment 3 County of Los Angeles Lobbyist Ordinance.

4. Dates and times of the Proposers' Conference and for the submission of SOQ are set forth in the Notice of Request for Statement of Qualifications.

D. Interpretation of Request for Statement of Qualifications

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFSQ.

E. County Rights and Responsibilities

The County has the right to amend this RFSQ by written addendum prior to the proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. GAIN and GROW Programs

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall

attest to a willingness to provide employed GAIN and 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. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

G. Indemnification and Insurance

The successful contractor will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed contract, without interruption or break in coverage.

H. Injury and Illness Prevention Program

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

I. Child Support Compliance Program

Proposers shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees, comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (County Code Chapter 2.202).

J. Jury Service Program

1. The resultant Contract from this RFSQ 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 the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 6, Contractor Employee Jury Service Program). The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered 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 Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

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

4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) 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.

K. Local Small Business Enterprise Preference Program

1. 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 by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). 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 Compliance (OAAC) as meeting the requirements with OAAC 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. The 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. Additional information can be found at http://oaac.co.la.ca.us/sbemain.html or by calling (213) 974-0972.

   - Should one or more of the proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, which shall not exceed $50,000 and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change a proposer's payment, which will be based on the proposer's bid amount.

   - Information about the State's small business enterprise certification regulations is contained 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.

L. Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of SOQ. Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration.

N. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202)

O. Local Small Business Enterprise Preference Program

1. 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 by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). 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 Compliance (OAAC) as meeting the requirements with OAAC 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. The 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. Additional information can be found at http://oaac.co.la.ca.us/sbemain.html or by calling (213) 974-0972.

   - Should one or more of the proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, which shall not exceed $50,000 and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change a proposer's payment, which will be based on the proposer's bid amount.

2. Information about the State's small business enterprise certification regulations is contained 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.

P. Transitional Job Opportunities Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to

Public Works with their proposal response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

- Should one or more of the proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change a proposer's payment, which will be based on the proposer's bid amount.

Q. Vendor Registration

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

SECTION 2

STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

A. Statement of Qualifications Format and Content Requirements

SOQs shall be presented in the sequence, with the content, and tabbed in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the SOQ as nonresponsive:

1. License

   Vehicle (Mechanical and Body) Repair - Submit a copy(ies) of the Proposer's State Bureau of Automotive Repair license to perform the type of service(s) for which the Proposer has provided a price(s).

   Equipment and Upholstery Repair - Submit a copy(ies) of the Proposer's license(s) and/or certification(s), if any, to perform the type of service(s) for which the Proposer has provided a price(s).

   Towing Services - Submit a copy(ies) of the Proposer's California State Class Commercial Driver's license and Tow Truck Driver Certificate.

2. Insurance

   Submit proof of current, valid insurance coverage that meets the requirements outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements.

3. Experience

   Provide the appropriate proof that Proposer has at least one year of experience providing the type of service(s) for which the Proposer has provided a price(s).

4. Proposer's Forms List

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

   PW-1 Verification of Statement of Qualifications;

   PW-2 Schedule of Prices;

   PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;

   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 Form;

PW-10 GAIN and GROW Employment Commitment;

PW-11 Transmittal Form to Request an Statement of Qualifications Requirements Review;

PW-12 Charitable Contributions Certifications; and

PW-13 Transitional Job Opportunities Preference Application (Submit only if requesting preference.)

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County.)

5. Subcontractors' Forms List

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

PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;

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 and GROW Employment Commitment Form; and

PW-12 Charitable Contributions Certification.

6. Additional Information

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

B. Statement of Qualifications Submission

1. SOQs shall be submitted with **two complete sets** (one original and one copy) of the SOQ and any related information. SOQs received after the closing date and time specified in the Notice of Request for Statement of Qualifications will be rejected by Public Works as nonresponsive.

2. Submit SOQs to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFSQ. SOQs are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver SOQs directly to the Cashier. SOQs submitted via facsimile or e-mail will not be accepted.

4. SOQs delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the SOQ submission deadline specified in the RFSQ Notice. Delayed and missed deadlines for submission of SOQs not delivered in strict compliance with this RFSQ shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR STATEMENT OF QUALIFICATIONS

A. Knowledge of Work to be Done

By submitting a SOQ, Proposers shall be held to have carefully read this RFSQ and all attachments and exhibits, satisfied themselves before the delivery of their SOQ as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work, and agreed that if awarded a contract, no claim will be made against the County based on this RFSQ, including, without limitation, claims based on any ambiguity or misunderstanding. The Proposer has carefully examined these Specifications, both in general and in detail, any drawings attached, and any additional communications sent and makes this SOQ in accordance therewith. If Proposer's SOQ is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work, and will accept in full payment for work actually done at the prices shown in Form PW-2, Schedule of Prices. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices and this RFSQ are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

B. Withdrawal of Statement of Qualifications

Proposers may withdraw their SOQ anytime before the date and hour set for submission set forth in the Notice for Request for Statement of Qualifications upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the SOQ.

C. Altering Solicitation Document

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

D. Term of Statement of Qualifications

All SOQs shall be firm offers and may not be withdrawn for a period of 180 days following the deadline for submission of SOQs.

E. Acceptance or Rejection of Statement of Qualifications

The right is reserved to reject any or all SOQs that in the judgment of the Board/Director, are not in the best interests of the County/Public Works/Special Districts. 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 SOQ.

SOQs signed by an agent other than an officer of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate

resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the SOQ may be rejected as unauthorized and nonresponsive.

F. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended 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 and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the SOQ on the basis of nonresponsiveness and/or nonresponsibility.

G. 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 SOQ, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the SOQ on the basis of nonresponsiveness and/or nonresponsibility.

H. Wages, Materials, and Other Costs

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

I. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to Public Works' approval. 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.

J. Opening of Statement of Qualifications

SOQs will not be publicly opened.

K. Disqualification of Proposers

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one SOQ for the work contemplated may cause the rejection of all SOQs in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, such collusion the participants may be cause for the rejection of their SOQs or future SOQs on the basis of nonresponsiveness and/or nonresponsibility .

L. Statement of Qualifications 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 total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Disclosure of Contents of Statement of Qualifications

All SOQs in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that letter appears on the Board's agenda, all SOQs will become a matter of public record and will be regarded as public records, except those parts of each SOQ which are defined by the Proposer as business or trade secrets, plainly marked as "trade secret," and deemed excluded from disclosure under the California Public Records Act. Designation of all or substantial portions of the SOQ as "trade secret" or inappropriate designation of portions of the SOQ as "trade secret" may result in the SOQ 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.

N. 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 RFSQ shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's signature on the SOQ is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer to fully comply with the County Lobbyist Ordinance may be cause for rejection of the SOQ on the basis of nonresponsiveness and/or nonresponsibility.

O. 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 the proposed 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 rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

P. 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 nonresponsible for purposes of the proposed contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County or (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on

same; or (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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.

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.

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

2. If there is evidence that the 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 tentative 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. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

   The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall 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 proposed subcontractors of Proposer on County contracts.

R. 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 Part II, Exhibit D of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 4

EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

A. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a SOQ, the terms of any resultant agreement, and to determine which SOQ best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

B. Evaluation of Statement of Qualifications

1. All responses to this RFSQ become the property of the County. Upon evaluation of SOQs, 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 SOQs. The proposed Contract may be submitted to the Director or Board for consideration and possible approval.

2. The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.

3. The County reserves the sole right to judge the Proposer's written and oral representations.

4. The County may make on-site inspections of Proposer's current jobs.

5. The County, in its sole discretions, may elect to waive any informality in a SOQ, if the sum and substance of the SOQ is present.

C. Evaluation Criteria

SOQs will be reviewed based on the following criteria. SOQs not meeting all of these requirements will be rejected as nonresponsive:

1. Proposer submits proof of current, valid insurance or a statement that they will obtain coverage that meets the requirements outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements.

2. Proposer and subcontractors, if any, have met the GAIN and GROW requirements (Form PW-10).

3. Proposer and subcontractors, if any, have completed and submitted the Charitable Contributions Certification (Form PW-12).

4. Proposer and subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.

5. Proposer and subcontractors, if any, have completed and signed all appropriate forms and Proposer has completed and signed Form PW-2, Schedule of Prices.

6. Proposer has submitted appropriate license(s) to perform the type of service(s) for which the Proposer has provided a price(s) (California Bureau of Automotive Repair license and/or Class Commercial Driver's license and Tow Truck Driver Certificate).

   Proposers who do not possess and/or have listed subcontractors who do not possess, the required licenses at the proposal deadline date will be immediately disqualified as nonresponsive.

7. Proposer has provided appropriate proof that Proposer has at least one year's experience providing the type of service(s) for which the Proposer has provided a price(s).

8. SOQ was time stamped by the Cashier prior to the deadline for submission of the SOQ. SOQ time stamped after this time will be considered in the subsequent round of contract awards for this program, which may be offered every 6 months starting on January 1, 2008, depending on the need of the County.

D. Award of Contract

The County reserves the right to award contracts to all qualified Proposers. The awardee(s) shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee(s) shall submit copies of its proof of insurance coverage within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Pubic Works will not execute the proposed contract until proof of valid insurance coverage is submitted to Public Works.

SECTION 5

PROTEST POLICY

A. Protest Process

1. Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. The Proposer challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements;
- Review of a Disqualified SOQ; and
- Review of Public Works' Proposed Contractor Selection.

C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Form PW-11, Transmittal Form to Request an RFSQ Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFSQ.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.

3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:

   - Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Proposer; or

   - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.

5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the SOQ due date.

D. Place to Submit Requests for Review

All Requests for Review should be submitted to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Jeanette Arismendez
900 South Fremont Avenue
Alhambra, CA 91803
Facsimile: (626) 458-4194

E. Disqualification Review

1. A SOQ may be disqualified from consideration because Public Works determined it was a nonresponsive SOQ at any time during the evaluation process. If Public Works determines that a SOQ is disqualified due to nonresponsiveness, Public Works will notify the Proposer in writing.

2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

3. A Disqualification Review shall only be granted under the following circumstances:

   a. The firm/person requesting a Disqualification Review is a Proposer;

   b. The request for a Disqualification Review is submitted timely; and

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

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

F. Proposed Contractor Selection Review

1. Debriefing Process

a. Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.

b. The purpose of the debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.

c. If the Proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

a. The Proposer may submit a written request for a Proposed Contractor Selection Review if it asserts that its SOQ should have been determined to be the highest-scored SOQ but was not because of one of the following reasons:

i. Public Works materially failed to follow procedures specified in the RFSQ. This includes:

(1) Failure to correctly apply the standards for reviewing the SOQ format requirements.

(2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the SOQs specified in the RFSQ.

(3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFSQ.

ii. Public Works made identifiable mathematical or other errors in evaluating SOQs, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.

iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.

iv. Another basis for review as provided by State or Federal law.

b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

1. If the Proposer is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.

2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

FORM PW-1

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: , 2008	**THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE:

DECLARANT INFORMATION

3. NAME OF DECLARANT:

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:

PROPOSER INFORMATION

6. Proposer's full legal name:			Telephone No.:
Address:			Fax No.:
e-mail:	County WebVen No.:	IRS No.:	Business License No.:

7. Proposer's fictitious business name(s) or dba(s) (if any):

County(s) of Registration:	State:	Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☐ A general partnership:	Names of partners:	
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☐ A limited liability company:	Name of managing member:	

9. The only persons or firms interested in this proposal as principals are the following:

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☐ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☐ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☐ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE:	☐ (a) I am making these representations and all representation contained in this proposal on my personal knowledge; **OR** ☐ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that is true and correct.

Signature of Proposer or Authorized Agent:	Date:
Type name and title:	

SCHEDULE OF PRICES
FOR
AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

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

Specified work shall be performed within the period prescribed on the individual work order issued during the contract period and in the manner set forth in these Specifications. Compensation for completed and approved work shall be based on the hereinafter unit prices.

PROPOSERS NEED NOT PROVIDE PRICES FOR EACH ITEM. SUPPLY THE UNIT PRICE ON ONLY THOSE ITEMS OR SERVICES WHICH YOU CAN PROVIDE PER THE SPECIFICATIONS.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICES
1.	**LABOR COSTS – CONTRACTOR'S PER HOUR RATE:**	

1.1	**Auto/Light Truck Hourly Rates**	
a.	Engine Repair, Specify (circle all those that apply): Gas Diesel Alternate Fuel Electric or All	$
b.	Drive Train Repair	$
c.	Electrical Repair	$
d.	Steering, Wheel, and Brake Repair	$
e.	Suspension and Frame Repair	$
f.	Operating and Hydraulic Repair	$
g.	Paint and Body Repair	$

h.	External Wearing Parts Repair	$
i.	Window Glass	$
j.	Air Conditioning	$
k.	Smog/Smoke, Emission, or Statutory Inspections or Repairs	$
l.	Other Repair, Specify:	$

1.2	**Medium/Heavy-Duty Trucks Hourly Rates**	
a.	Engine Repair, Specify (circle all those that apply): Gas Diesel Alternate Fuel Electric or All	$
b.	Drive Train Repair	$
c.	Electrical Repair	$
d.	Steering, Wheel, and Brake Repair	$
e.	Suspension and Frame Repair	$
f.	Operating and Hydraulic Repair	$
g.	Paint and Body Repair	$
h.	External Wearing Parts Repair	$
i.	Window Glass	$
j.	Air Conditioning	$
k.	Smog/Smoke, Emission, or Statutory Inspections or Repairs	$
l.	Other Repair, Specify:	$

1.3	**Construction Equipment Hourly Rates**	
a.	Engine Repair, Specify (circle all those that apply): Gas Diesel Alternate Fuel Electric or All	$
b.	Drive Train Repair	$
c.	Electrical Repair	$
d.	Steering, Wheel, and Brake Repair	$
e.	Suspension and Frame Repair	$
f.	Operating and Hydraulic Repair	$
g.	Paint and Body Repair	$
h.	External Wearing Parts Repair	$
i.	Air Conditioning	$
j.	Smog/Smoke, Emission, or Statutory Inspections or Repairs	$
k.	Other Repair, Specify:	$

1.4	**Small Equipment Hourly Rates**	
a.	Engine Repair, Specify (circle all those that apply): Gas Diesel Alternate Fuel Electric or All	$
b.	Drive Train Repair	$
c.	Electrical Repair	$
d.	Steering, Wheel, and Brake Repair	$

e.	Suspension and Frame Repair	$
f.	Operating and Hydraulic Repair	$
g.	Paint and Body Repair	$
h.	External Wearing Parts Repair	$
i.	Air Conditioning	$
j.	Smog/Smoke, Emission, or Statutory Inspections or Repairs	$
k.	Other Repair, Specify:	$

1.5	**Retrofit Services (Flat Rate Per Job Request)**	
a.	Vehicle/Equipment Inspection	$
b.	Vehicle/Equipment Data logging	$
c.	Vehicle/Equipment Modification	$
d.	Vehicle/Equipment Labeling	$
e.	Retrofit Device Cleaning	$
f.	Retrofit Device Installation	$
g.	Maintenance Light Diagnostic	$

1.6	**Specialized Components Hourly Rates**	
a.	Specify Specialty:	$
b.	Specify Specialty:	$
c.	Specify Specialty:	$
d.	Specify Specialty:	$
e.	Specify Specialty:	$

f.	Specify Specialty:	$
g.	Specify Specialty:	$
h.	Specify Specialty:	$

2.	**Pickup and Delivery Costs – Contractor's per Hour Rate for Equipment and Labor Cost**	
a.	Pickup and Deliver Drivable Small Units	$
b.	Pickup and Deliver Drivable Large Units*	$
c.	Small Tow Unit	$
d.	Large Tow Unit	$
e.	Small Haul Unit	$
f.	Large Haul Unit	$

3.	**Towing Rates – Contractor's per Hour Rate for Equipment and Labor Cost**	
a.	Light	$
b.	Medium	$
c.	Heavy	$
d.	Landoll Trailer	$
e.	Recovery/Wrecker Work	$
f.	Other – Specify:	$
g.	Other – Specify:	$

4.	**Rebuilt/Exchange Components Hourly Rates**			
Vehicle Type		Components		
				$
				$
				$
				$

5.	All parts and fluids supplied by Contractor shall be furnished and will be reimbursed at the Contractor's retail cost minus discount of ____ percent plus applicable sales tax.
6.	Please indicate the number of years this Contractor has been in business performing the service(s) for which pricing has been provided and using this company name. _____ years.

Should the SOQ be accepted by the County, I/we further agree to provide the specified services in accordance with the Specifications and Conditions in this Contract.

* Includes vehicles for which Class A California Driver's License may be required.

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT STATEMENT OF QUALIFICATIONS		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

FORM PW-3

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

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

Part I: Jury Service Program Is Not Applicable to My Business

❑ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

❑ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)
SERVICE BY PROPOSER _____
STATEMENT OF QUALIFICATIONS DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of statement of qualifications submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

_____ _____ _____
Name of Proposer or Authorized Agent (print) Signature Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☐ President, Secretary, or other proper title) _____

of _____
Name of proposer

make this certification in support of a statement of qualifications for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any statement of qualifications submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
>   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
>   (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this SOQ and cancellation of any contract awarded pursuant to this SOQ.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date _____

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES (2008-AN013)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Incorrect names, telephone and/or fax numbers, or email addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

Authorized representative	
Signature	Date

FORM PW-8

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

FORM PW-9

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 Statement of Qualifications must complete and return this form for proper consideration of the SOQ.

FIRM NAME:
My County (WebVen) Vendor Number:

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

☐ 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.

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	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):					
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						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

FORM PW-10

GAIN AND GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Proposer:_____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

Date

Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	**STATE:**	**ZIP CODE:**

❑ I am <u>not</u> requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

❑ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

❑ I have submitted my three most recent annual tax returns with my application;

❑ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

❑ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business
With Small Business

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

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the statement of qualifications process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

ATTACHMENT 2

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.
Alias:	
Debarment Start Date:	9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi
Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi
Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM, INC.,
Alias:	
Debarment Start Date:	7/08/2008 **Debarment End Date:** PERMANENT DEBARMENT
Principal Owners and/or Affiliates:	Irma F. Reed and Charlene Williams

Revised 7/10/0

ATTACHMENT 3

County of Los Angeles *Lobbyist Ordinance*

IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends $5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to $2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

http://bos.co.la.ca.us/

Thank you for your cooperation and attention.

Part II
Sample Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[CONTRACTOR'S NAME]

FOR

AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND
TOWING SERVICES PROGRAM (2008-AN013)

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SAMPLE AGREEMENT FOR

AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND

TOWING SERVICES PROGRAM (2008-AN013)

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, 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 [NAME OF CONTRACTOR], a [Form of Entity] (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 _____, 2008, hereby agrees to provide services as described in the attached specifications for As-Needed Vehicle and Equipment Repair and Towing Services Program (2008-AN013), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute 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-2. In no event will the COUNTY pay any and all contractors providing service under this Program an aggregate annual amount to exceed _____ (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall commence on _____. At the discretion of the COUNTY, this Contract may be extended in increments of one year, starting July 1, 2008, and each subsequent January 1, up to and including December 31, 2009. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill upon completion of the work order. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices. The CONTRACTOR shall present invoices for all work performed and approved by the Contract Manager, Shop Superintendent, or Transportation Unit supervisor at the time of pickup, delivery, or return. The CONTRACTOR'S invoice shall be legible and shall include: date of service; make and model of vehicle or equipment

serviced or towed; COUNTY vehicle/equipment identification number; current vehicle/equipment mileage and/or hour meter readings; description of type of service and/or repair performed; itemized cost for each type of service as well as documentation detailing the cost of itemized parts or fluids supplied minus the agreed discount; indicate any special circumstances when appropriate; name of Contract Manager, Shop Superintendent, or the Transportation Unit supervisor who ordered or authorized the service; signature of authorized Contract Manager, Shop Superintendent, or Transportation Unit supervisor; work order number; and this Contract number.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Public Works reserves the right to return improperly submitted invoice(s) to the CONTRACTOR without action. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

The CONTRACTOR shall not hand over or deliver an invoice(s) to the Contract Manager, Shop Superintendent, Transportation Unit supervisor, any Public Works driver or mail to a Public Works Fleet Maintenance Shop. The CONTRACTOR shall only submit their invoices to Fiscal Division as noted.

SEVENTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager, Shop Superintendents, and Transportation Unit supervisor are authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager, Shop Superintendents, or Transportation Unit supervisor are 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.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager, Shop Superintendents, Transportation Unit supervisor, or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The 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 Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

//

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: 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:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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SCOPE OF WORK

AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Billy Brown of Fleet Management Group, who may be contacted at (626) 458-7345, e-mail address: bbrown@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 6:30 a.m. to 4 p.m. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

The Contract Manager is the primary person authorized by Public Works to request work of the Contractor. However, the Contract Manager will be assisted by Assistant Fleet Manager Michael Sanchez, the Shop Superintendents, and Body Shop, Motorpool, and Transportation Unit supervisors who are also authorized to request work for their respective field repair facilities, as follows:

Headquarters - Alhambra Mr. Michael Sanchez Assistant Fleet Manager (626) 458-7336	Headquarters Motor Pool Mr. Eddie Lovell (626) 458-7332
Altadena Shop Mr. Dave Blessing (626) 794-7732	Hollydale Shop Mr. Dean Fazioli (562) 869-1178
Baldwin Park Shop Mr. Jeff Hensley (626) 814-1321	Palmdale Shop Mr. Jeff Davis (661) 274-8248
Body Shop Mr. Robert Lomas (562) 869-5592	Transportation Unit Mr. Richard Pardo (626) 458-1773
Central Yard Shop Mr. Roger Knight (626) 458-1711	Westchester Shop Mr. Tom Bowie (310) 417-5184

B. Work Location

Various locations within the County of Los Angeles, including the Public Works Headquarters, located in Alhambra, and six repair facilities, located in Baldwin Park, Altadena, Westchester, Downey, Central Los Angeles (Lincoln Heights), and Palmdale.

C. Work Description

1. Vehicle and Equipment Types

a. Auto/Light Trucks

Includes compact, mid-size and full-size sedans, station wagons, minivans, full-size vans, pickup trucks, and other trucks up to approximately 15,000 lbs. gross vehicle weight rating (GVWR).

b. Medium/Heavy-Duty Trucks and Equipment

Includes trucks and tractors with a GVWR greater than 15,000 lbs., and trailers with a GVWR greater than 10,000 lbs.

c. Construction Equipment

Includes, but is not limited to, off-road equipment, such as loaders, backhoes, dozers, and graders. Also, includes maintenance equipment, such as street sweepers, rollers, and cranes as well as related trailer-mounted and portable equipment, such as generators, compressors, and pumps.

d. Small Equipment

Includes, but is not limited to, lawn mowers, chain saws, weed wackers, jackhammers, etc.

e. Specialized Mounted Equipment

Includes, but is not limited to, aerial devices, cranes, digger derricks, drillers, etc.

f. Specialized Component

Includes, but is not limited to, speedometers, fuel systems and components, air conditioner systems and components, power steering units, flywheel resurfacing, metal plating, hydraulic pumps, etc.

2. Repair Categories

a. Engine Repair

Includes engine (gas, diesel, electric/hybrid, and alternate fuel), cooling system, fuel system, diesel emission retrofits, heating system, and air conditioning.

b. Drive Line Repair

Includes clutches, boosters, main and auxiliary transmissions, gearshift controls, power takeoffs, converters, drive shafts, differentials, and axles.

c. Electrical Repair

Includes starters, generators, alternators, batteries, wiring, instruments, lights, ignition systems, radios, electric motors, regulators, horns, relays, switches, etc.

d. Steering, Wheels, Brakes, and Tracks

Includes steering wheel assemblies, boosters, brakes (electric, air, and hydraulic), parking brakes, retarders, wheels, axle assemblies, hubs, drums, roller wheels, crawler undercarriages, brakes (clutches), etc.

e. Suspension and Frame Repair

Includes springs, shock absorbers, trailer hitches, tool boxes, shovel and crane decks, vehicle frames, grader circles, mud flaps, etc.

f. Operating and Hydraulic Repair

Includes compressor units, hoists, operating machinery (winches, booms, cranes, etc.), operating mechanisms (loader, sweeper, aerial basket, etc.), operating equipment (tank, sprayer, oil heater, etc.), and everything beyond the power takeoff, where appropriate.

g. Paint and Body Repair

Includes accident damage, glass, hardware, space heaters, seats and covers, floor coverings, windshield wipers, mirrors, dump bodies, truck beds, permanently attached tarpaulins, etc.

h. External Wearing Parts Repair

Includes cutting blades, end bits, teeth, hard facing, augers, concrete saw blades, cutters, etc.

i. Smog, Smoke, Emission, or Statutory Repairs and Inspections

Includes smog inspections, smoke inspections, alternate fuel or hybrid statutory inspections (tank testing, pressure certifications),

to emissions systems for vehicles and equipment to pass required statutory inspections, such as injectors, EGR valves, pump timing, computer updates, and/or any other repairs required to bring equipment into compliance with required code/law or regulation.

3. Equipment and Vehicle Enhancements

The County may request the contractor to perform minor equipment and vehicle enhancements up to $50,000 per vehicle.

Enhancements may include adding the following equipment: tool boxes, tarp systems, bed liners, camper shells, radios, GPS systems, back up camera systems, alarms, hands free telephones system, lights, utility bodies, flat beds, dump bodies, snow plows, sand spreaders, lift gates, tail gate modification, etc.

4. Towing/Transportation Services

The County may request tow truck contractors to tow or transport County vehicles/equipment to County yards, County repair shops, vendor repair shops, or other locations. The tow truck contractors shall provide the proper equipment and employee(s) to safely transport County vehicles and equipment. Contractor shall be responsible for procuring the proper City, County, and/or State permits to move oversized and overweight equipment.

a. Auto/Light Truck Tows. Contractor shall provide axle lift or roll off towing services for automobiles, vans, SUV's and light trucks with two axles and less than 11,001 pounds.

b. Medium/Heavy Truck Tows. Contractor shall provide axle lift or flat bed towing services for two axle straight trucks weighing 11,001 pounds to 40,000 pounds.

c. Heavy Truck/Equipment Tows. Contractor shall provide heavy axle lift, "Landoll" hydraulic, or lowboy trailer to move trucks with three or more axles and weighing more than 38,000 pounds. A heavy-duty equipment trailer with 60-ton capacity may be required to move track, rubber tired, and skid mounted equipment, such as wheel loaders, cranes, dozers, scrapers, power and air sweepers, pavers, utility tractors, horizontal drills, and other such construction equipment.

5. Retrofit Services

In order to comply with federal, state, and local regulations, the County may request contractors to perform any of the following services:

E. Utilities

The County will not provide utilities.

F. Storage Facilities

The County will not provide storage facilities for the Contractor.

G. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, hazardous waste may be encountered during the performance of this contract. Contractor shall dispose of hazardous materials properly. Hazardous materials earmarked to a landfill shall be delivered to an approved dumpsite. Contractor shall keep records and/or documentation of proper disposal of hazardous waste. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

H. Responsibilities of Contractor

Contractor shall:

1. Have a minimum of one year of experience providing the type of service(s) for which the Proposer has provided a price(s).

2. Provide all labor, parts, material, equipment, associated costs, and operating expenses necessary to provide either or both major and minor repairs. Public Works vehicles range from any and all types of gas, diesel, alternate fuel, electric-powered vehicles and from compact sedans up to and including diesel-powered, 10-wheel trucks, tractors, industrial equipment, trailers, street sweepers, snowplows, graders, rollers, backhoes, dozers, etc.

3. Meet all factory and Public Works specifications. Contractor's quality of work shall be original equipment manufacturer (OEM) or better.

4. Supply material and parts that are, in all ways, equal to or better than OEM. Well-known trade brands meeting OEM specifications, carrying an equal or better than OEM warranty, and available from local sources are required. Materials shall be subject to the approval of the Contract Manager or Shop Superintendent. Public Works reserves the right to furnish parts at any time. Contractor-supplied materials, parts, and equipment shall be new and free from defects and imperfections unless otherwise hereinafter specified.

5. Perform all work in accordance and all at flat rate labor, where applicable, with one or more of the following:

   a. Mitchell Time Guide Standard

   b. Chilton Motor Part and Time Guide Standards

   c. Motor's Part and Time Guide Standards

   Public Works will, for flat rate labor work, pay only up to the standard times shown in the above publications. If actual labor times are less than published standard times, then Contractor shall bill for only the actual labor times worked.

6. Provide work in accordance with best standard practices of the industry. Contractor's workmanship shall be subject to the approval of the Contract Manager or Shop Superintendent. Public Works reserves the right to terminate this Contract, if the Contractor does not maintain the quality of workmanship acceptable to the Contract Manager or Shop Superintendent.

7. Supply, at no cost to Public Works, various fluids where the fluid amount is less than standard container amounts (e.g., less than a quart of motor oil or less than a pint of brake fluid).

8. Provide a reasonable written time estimate of service or repair at the time of appointment or vehicle drop-off.

9. Provide appropriate and qualified labor, including mechanics, installers, and/or other skilled, semiskilled, or unskilled workers.

10. Provide proper and necessary secured parking or storage area for all Public Works vehicles left in its care. Any damage occurring to Public Works vehicles while left in the Contractor's care shall be repaired by the Contractor at no cost to County.

11. Not allow any unauthorized use of any Public Works vehicle left in its care. Test drives may be allowed with permission of the Contract Manager or Shop Superintendent.

12. Have or have access to a complete supply of normal replacement parts, so as not to delay the timely service or repair of Public Works/County vehicles/equipment.

13. Provide invoices for materials, services, or repairs which are totaled, itemized, and clearly written so Public Works can readily identify the cost of services, repairs, and materials received at the time of pick up or delivery.

14. Not perform any services or repair work without the prior written approval of the Contract Manager or Shop Superintendent.

15. Not perform any additional services or repair work above the original estimate without the prior written approval of the Contract Manager or Shop Superintendent.

16. Be available, if Contractor provided prices for Item 2 in Form PW-2, Schedule of Prices, to pick up and deliver vehicles and equipment, which may include towing or hauling from Public Works Headquarters, one of Public Works main maintenance yards, or from any designated location throughout the County, if requested.

17. Maintain an appropriate and valid State Bureau of Automotive Repair license(s) to perform the type of service(s) for which the Contractor has provided a price(s) in Form PW-2, Schedule of Prices.

18. Give, unless otherwise agreed to before the start of work, all Public Works/County vehicles/equipment the highest priority for completion. Public Works/County vehicles/equipment shall not be viewed or considered "fill work" by Contractor.

19. Give all old/replaced parts back to Public Works unless directed otherwise by the Contract Manager or Shop Superintendent.

20. Required to be in compliance with all federal, state, and local air pollution control laws and regulations applicable to the contractor.

I. Responsibilities of Public Works

Public Works will:

1. Pick up and/or deliver vehicles/equipment requiring service from/to Contractor's place of business, subject to this Exhibit's paragraph G.15, Responsibilities of Contractor.

2. Inspect and approve Contractor-supplied parts, materials, and workmanship, as necessary.

3. Approve all Contractor proposed-work before Contractor starts the work or increases the scope of work.

4. Retain the right to inspect Contractor's facility(ies) to ensure appropriate work methods and procedures, cleanliness, etc., are in place.

5. Determine the need for, and provide, any required inspection of Contractor provided services.

J. Award of Work

Public Works reserves the right to determine if any work is or will be needed under this Contract, at the Public Works' sole and absolute discretion. Contractor will not be entitled to any claim for loss profits or otherwise, should the Public Works fail to determine a need for services under this Contract. This Contract does not grant Contractor any right to be awarded any minimum amount or type of work.

Contract Manager or Shop Superintendent will issue on an intermittent and as-needed basis, work orders at their complete discretion based upon the Public Works' unilateral assessment of Contractor's cost and ability to meet the County's needs in a timely manner. Assessments and considerations will include, but are not limited to, quality of work, price, proximity, turnaround time, need, warranty, and when appropriate pick up and delivery of vehicle or equipment.

Should Contractor be requested to service vehicles or equipment requiring repairs that need extensive diagnosis before determining a repair-cost estimate, Contractor will be awarded an initial work order for pick up (if applicable) to tear down, inspect, and prepare a time and materials repair-cost estimate. Upon the Contract Manager's or Shop Superintendent's approval of the estimated repair cost, a work order will be awarded to the Contractor for doing the repairs. Any repair work completed by Contractor before receiving the Contract Manager's or Shop Superintendent's approval of the cost estimate shall be done at Contractor's expense and at no cost to Public Works. Should the Contract Manager or Shop Superintendent not be satisfied with the Contractor's estimate of time to complete the repair and/or the cost of labor and materials, the Contract Manager or Shop Superintendent may elect to either transfer the vehicle/equipment to another contractor or perform the work utilizing Public Works personnel.

Tow truck contractors will be contacted by the Contract Manager, Shop Superintendent, or Transportation Unit supervisor on an "as-needed" basis starting with the tow truck contractor, who is the closest to the vehicle/equipment location and/or final destination, who has provided a price for the appropriate towing equipment such that the service is supplied in a safe manner, and who is available to provide the requested service within Public Works' time fame.

K. Warranties

Contractor shall assure that all materials, parts, and workmanship supplied are free from original or developed defects. Should original or developed defects and/or failures appear within 90 calendar days, or 4,000 miles on mileage vehicles, or 200 hours on hourly equipment (whichever occurs first), or Contractor's standard warranty, whichever is longer, from the date of the County's acceptance of work, Contractor, at its expense, shall rectify such defects and/or failures and make all replacements and adjustments that are required, including the cost of pick up and delivery of the item.

All corrective work shall be performed by the Contractor at the Contractor's expense and to the satisfaction of the Contract Manager or Shop Superintendent. The Contractor shall give its highest priority to completing any requested corrective work.

L. Service for Other County Departments

Contractor may be requested by the Contract Manager, Shop Superintendent, or Transportation Unit supervisor to provide services on vehicles and equipment, including towing services from other County departments under the Terms, Conditions, Requirements, and Prices of this Contract. The services provided shall be invoiced to Public Works. Contractor's invoices shall clearly indicate which other County department's vehicles/equipment were repaired or towed as well as provide the information requested in the Agreement and this Exhibit's Section G, Responsibilities of Contractor.

M. Special Safety Requirements

All Contractor employees shall be expected to observe all applicable Cal/OSHA standards and regulations while working on Public Works equipment or vehicles as well as when they may be visiting Public Works facilities.

N. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. 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 shutdown 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.

O. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies

provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance, or untimely or inadequate performance, nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in the performance of the Contract work;

   c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the Terms and Conditions of the Contract at the Proposal price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

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

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

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 includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

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

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

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

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

Subcontract. An agreement by the Contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

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

I. Conflict of Interest

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

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

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

K. Consideration of Hiring GAIN and GROW Participants

1. Should 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 County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

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

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

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 County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

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

O. County's Quality Assurance Plan

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 this Contract's terms and conditions 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, 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 or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

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

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

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

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

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

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

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

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

V. Nonexclusivity

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

W. No Payment for Services Provided Following Expiration/Termination of Contract

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

X. Notice of Delays

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

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. 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 (Exhibit C).

AA. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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 Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

BB. Publicity

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

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

b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

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

EE. Recycled-Content Paper Products

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

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract

without the prior written consent of County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

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

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

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

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice, and

   b. Complete performance of such part of the work as shall not have been terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

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

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

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

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph 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 subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of 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, extension of this Contract, or the making of any determinations with respect to 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 Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.

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

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

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

C. Cooperation and Collateral Work

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.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

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. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. 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' projects or providing services.

H. Labor Law Compliance

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. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

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

   d. 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.

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

L. Public Convenience

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 the work is being performed.

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

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

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (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, including, but not limited to claims or damages for property damage, personal injury, or death; and claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, 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 Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, 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 County. Such coverage shall be provided and maintained at Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work 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 policies, adding County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract; and

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

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

4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which 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.

5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:

   a. Any accident or incident relating to work 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 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" to the Contract Manager.

   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.

E. Compensation for County Costs

In the event that 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.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. 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.

G. Insurance Coverage Requirements

To meet insurance coverage requirements for this Contract, Contractor may use the appropriate insurance described below for the type of service provided to the County.

1. Vehicle and Equipment Repair and Towing Services (Includes Contractor possession of County vehicle overnight. This does not include parts of vehicles.) Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

   a. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	$2 million
Products/Completed Operations:	$1 million
Personal and Advertising Injury:	$1 million
Per Accident:	$1 million

   b. Garage Operations – Liability for Covered Autos:

   Automobile Liability for all Contractor's "owned," "nonowned," and "hired" vehicles, or coverage for "any auto": $1 million each accident.

   c. Garagekeepers Liability:

   Coverage shall apply on a Direct Primary basis, and include comprehensive and Collision coverages, with limits not less than $500,000 per vehicle. **Towing Services Only** - The policy also shall be endorsed to include coverage for towing, if towing services are included within the scope of this Agreement or if such services are part of the normal operations of the Contractor.

d. 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 the 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.

2. Vehicle and Equipment Repair (Includes Contractor possession of County property with the exception of vehicles. Includes pickup and/or delivery of parts).

a. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	$2 million
Products/Completed Operations:	$1 million
Personal and Advertising Injury:	$1 million
Per Accident:	$1 million

b. Garage Operations – Liability for Covered Autos: Automobile Liability for all Contractor's "owned," "nonowned," and "hired" vehicles, or coverage for "any auto": $1 million each accident.

c. Property Coverage insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

i. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

ii. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

d. 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 the 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.

3. Item 1a and 2a may be substituted for the following:

a. General Liability insurance, (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

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

4. Item 1b and 2b may be substituted for the following:

a. Automobile Liability insurance, (written on ISO policy form CG 00 01 or its equivalent) with a limit of liability 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."

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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.

B. Written Employee Jury Service Policy

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

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for 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.

3. 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

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to 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 Jury Service Program.

4. 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.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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:

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

B. 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.

C. 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.

D. 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:

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;

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

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. 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 County's Office of Affirmative Action Compliance of this information.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than $38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of $824, he or she must file a 2006 tax return to get the $824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Printed on recycled paper

EXHIBIT D.1

No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and UNEO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT D.1

Bid Information

Bid Number : PW-ASD 708
Bid Title : As-Needed Vehicle and Equipment Repair and Towing Services Program (2008-AN013)
Bid Type : Service
Department : Public Works
Commodity : MAINTENANCE - GENERAL, VEHICLE (NOT OTHERWISE CLASSIFIED), TO INCLUDE OIL CHANGES, LUBRICATION, GUARANTEED MAINTENANCE PROGRAMS, ETC.
Open Date : 2/4/2008
Closing Date : 3/3/2008 5:30 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for providing various services under the As-Needed Vehicle and Equipment Repair and Towing Services Program (2008-AN013). The total estimated annual Program amount for these services is estimated to be $1.5 million. If not enclosed with this letter, the Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting your qualifications may be requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/vehiclerepair.pdf or from Ms. Tami Maldonado at (626) 458 4080, Monday through Thursday, 7 a.m. to 5 p.m.

IF YOUR COMPANY CURRENTLY HAS AN ACTIVE CONTRACT FOR THESE VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES WITH PUBLIC WORKS, YOU NEED NOT APPLY, AS YOUR EXISTING CONTRACT IS NOT BEING TERMINATED AS A RESULT OF THIS SOLICITATION.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document, including, but not limited to, one year of experience providing the type of service requested, completion of all of the required forms, and proof of valid insurance coverage.

Two Proposers' Workshops will be held on separate dates. The first Workshop will be held on Wednesday, February 13, 2008, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. The second Workshop will be held on Tuesday, February 19, 2008, at 9 a.m. at the Fire Department's Camp 2, 4810 North Oak Grove Drive, La Canada Flintridge, California 91011, in the Conference Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE WORKSHOPS IS VOLUNTARY AND BOTH WORKSHOPS WILL COVER THE SAME MATERIAL. IF YOUR COMPANY CURRENTLY HAS AN ACTIVE CONTRACT FOR THESE VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES WITH PUBLIC WORKS, YOU NEED NOT ATTEND.
The deadline to submit proposals is Monday, March 3, 2008, at 5:30 p.m. Please direct your questions to Ms. Maldonado at the number above.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 2/14/2008 7:24:26 AM

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Bid Detail Information

Bid Number : PW-ASD 733

Bid Title : STATEMENT OF QUALIFICATIONS FOR AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2008-AN013)

Bid Type : Service

Department : Public Works

Commodity : MAINT & REPAIR - EXHAUST SYSTEM - AUTO

Open Date : 9/9/2008

Closing Date : 9/29/2008 5:30 PM

Bid Amount : $ 2,500,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests statement of qualifications for providing various services under the As-Needed Vehicle and Equipment Repair and Towing Services Program (2008-AN013). The total estimated annual Program amount for these services is estimated to be $2.5 million. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Jeanette Arismendez at (626) 458 4050, jarismen@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

IF YOUR COMPANY CURRENTLY HAS AN ACTIVE CONTRACT FOR THESE VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES WITH PUBLIC WORKS, YOU NEED NOT APPLY AS YOUR EXISTING CONTRACT IS NOT BEING TERMINATED AS A RESULT OF THIS SOLICITATION.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document, including, but not limited to, one year of experience providing the type of service requested, completion of all of the required forms, and proof of valid insurance coverage.

Addendum 1 to this RFSQ can be found at the above link. The changes in Addendum 1 have been incorporated into the final RFSQ, which can be found at the above link. A Workshop will be held on Tuesday, September 16, 2008, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE WORKSHOPS IS VOLUNTARY. IF YOUR COMPANY CURRENTLY HAS AN ACTIVE CONTRACT FOR THESE VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES WITH PUBLIC WORKS, YOU NEED NOT ATTEND.

The deadline to submit proposals is Monday, September 29, 2008, at 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

Contact Name : Jeanette Arismendez

Contact Phone# : (626) 458-4050

Contact Email : jarismen@dpw.lacounty.gov

Last Changed On : 9/9/2008 11:10:50 AM

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