COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

JAMES A. NOYES, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

May 22, 2003

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

Dear Supervisors:

STREET SWEEPING IN MARINA DEL REY
SUPERVISORIAL DISTRICT 3
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

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

2. Find that street sweeping in the Marina Del Rey area can be more economically performed by an independent contractor than by County employees.

3. Award the contract for "Street Sweeping in Marina Del Rey" to Nationwide Environmental Services, a Division of Joe's Sweeping, Inc., located in Norwalk, California, commencing on July 1, 2003, for a period of three years.

4. Delegate authority to the Director of Public Works to execute this contract and to terminate the contract, if, in the Director's opinion, it would be in the best interest of the County to do so.

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

6. Authorize Public Works to encumber an annual amount of $80,400 (three-year price $241,200), plus 15 percent for additional, unforeseen sweeping services within the scope of this contract. This amount represents the annual price for this service proposed by the contractor. Funds for the first year of the contract are included in the proposed 2003-04 Road Fund budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to obtain economical street sweeping services in the Marina Del Rey area from a responsive, responsible contractor, Nationwide Environmental Services, a Division of Joe's Sweeping, Inc. Public Works has been contracting for street sweeping in this area since 1994. The contractor will annually service approximately 2,652 curb miles and 104 paved alley miles of County maintained streets, highways, and alleys in the Marina Del Rey area.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The contract's annual amount is $80,400 (three-year price $241,200), plus 15 percent for additional, unforeseen sweeping services within the scope of this contract. The additional funds may be used for emergency sweeping and/or additional sweeping services identified by the County during the contract term and will not be expended without the authorization of the Director of Public Works.

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

This contract will commence on July 1, 2003, for a period of three years. This contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds for the first year of this contract are included in the proposed 2003-04 Road Fund budget. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This service is being contracted in accordance with County Charter Section 44.7, Part 3, and Chapter 2.121 of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code Section 2.121.380 have been met.

This contract is in compliance with the mandatory living wage requirements as set forth in the Los Angeles County Code Chapter 2.201, Living Wage Program. Public Works has determined that the contractor complies with the requirements of the Living Wage Program and agrees to pay its full-time employees providing these services to the County a living wage.

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

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, this service is categorically exempt as specified in Appendix G, Class 1, Item (x)(22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On January 16, 2003, Public Works solicited proposals from 75 independent contractors and community business organizations to accomplish this work. Also a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On February 19, 2003, three proposals were received. These proposals were first reviewed to ensure that they met the mandatory minimum requirements outlined in the Request for Proposals (RFP). Those proposals that met the mandatory requirements were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP, including the proposed price, references, financial capability, staffing plan, and equipment. Based on this evaluation, it is recommended that this work be awarded to Nationwide

Environmental Services, a Division of Joe's Sweeping, Inc., located in Norwalk, California, who received the highest rating.

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

This contract contains Board-approved contract terms and conditions regarding notification to current and new employees about the Federal earned-income tax credit, use of recycled-content paper products, contractor responsibility and debarment, the Contractor Employee Jury Service Program, nonpayment for services received after contract expiration or termination, and Safely Surrendered Baby Law.

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

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

As requested by your Board, the contractor has submitted a safety record which reflects that activities conducted by this contractor in the past have been according to reasonable standards of safety.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and experiences with County contracts.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services which will exceed the contract's approved amount, scope of work, and/or term.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AF
yP:\ASPUB\CONTRACT\TONY\SWEEP MARINA DEL REY\BL-2003

Enc. 3

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

Enclosure A

Award Information has not been added at this time.

Bid Information

Bid Number : PW ASD 152
Bid Title : Street Sweeping
Bid Type : Service
Department : Public Works
Commodity : STREET SWEEPING SERVICES
Open Date : 5/23/2002
Closing Date : 6/20/2002 5:30 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California, on Thursday, June 20, 2002, at 5:30 p.m. The estimated annual cost of this service for the following is:

Sweeping Area Estimated Annual Cost

Azusa/Covina/Claremont $129,168
Marina Del Rey $101,400
South and West Whittier $309,075
Valinda/Hacienda Heights $224,016

A Proposers' Conference will be held Thursday, June 6, 2002, at 8 a.m., in Conference Room D at the above address. All interested proposers must attend this conference. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is compliant with the Americans with Disabilities Act (ADA).

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

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

Contact Name : Marcia Alva
Contact Phone# : (626) 458-4044
Contact Email : malva@ladpw.org
Last Changed On : 5/28/2002 2:42:15 PM

Back to Last Window

Back to Award Main

Enclosure B.1

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☒ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☐ I AM	
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 50587701	

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

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

Total Number of Employees (including owners): 75

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					4	
Hispanic/Latino					58	
Asian or Pacific Islander						
American Indian					1	
Filipino						
White						4
OTHER	1	1	3	2		1

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White	OTHER
Men	%	%	%	%	%	%	40%
Women	%	%	%	%	%	%	60%

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature:	Title:	Date:
[signature]	President	01-14-03

Enclosure B.2

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

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

1. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: R.F.DICKSON CO. ,INC.

☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☒ I AM	

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: **10302901**

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

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

Total Number of Employees (including owners): **38**

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					15	1
Asian or Pacific Islander						
American Indian						
Filipino						
White					19	2

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
Scott B Dickson	VICE- PRESIDENT	JANUARY 15,2003

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: California Street Maintenance, Inc.	
☐ 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/bids submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

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

Total Number of Employees (including owners): 96

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					2	
Hispanic/Latino			1		81	3
Asian or Pacific Islander			1			
American Indian						
Filipino						
White	1		5	1		1

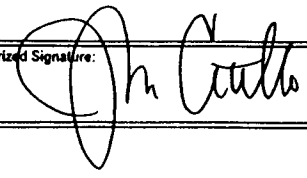
III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	President	1-10-03

SAMPLE AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2003, 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 Nationwide Environmental Services, a Division of Joe's Sweeping, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on February 19, 2003, hereby agrees to provide "Street Sweeping in Marina Del Rey" services as described in the attached Specifications.

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

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed $80,400 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

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

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

//

//

//

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

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

NATIONWIDE ENVIRONMENTAL
SERVICES, A DIVISION OF
JOE'S SWEEPING, INC.

By _____

By _____

P:\ASPUB\CONTRACT\TONY\SWEEP-MDR\AGREEMENT-2.wpd

STREET SWEEPING MARINA DEL REY

TABLE OF CONTENTS

PART I Specifications and Conditions

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

PART II General Requirements

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

PART III Standard Terms and Conditions

ATTACHMENTS

* AFFIDAVIT FOR PARTNERSHIP PROPOSAL
* AFFIDAVIT FOR CORPORATION PROPOSER
* AFFIDAVIT FOR INDIVIDUAL PROPOSER
* AFFIDAVIT FOR JOINT VENTURE
** BIDDER'S PROPOSAL
** CONTRACTOR'S INDUSTRIAL SAFETY RECORD
** CERTIFICATE CONFLICT OF INTEREST
** PROPOSER'S REFERENCE LIST
** PROPOSER'S/OFFEROR'S EEO CERTIFICATION
** LIST OF SUBCONTRACTORS
** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
** GAIN EMPLOYMENT COMMITMENT
** PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

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

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015

COUNTY VISION STATEMENT

DEBARRED VENDORS REPORT

EXHIBITS

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

* The appropriate Affidavit shall be submitted with Proposal.

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

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

PART I

SPECIFICATIONS AND CONDITIONS

FOR

STREET SWEEPING MARINA DEL REY

SECTION I

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

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

The work to be performed under this Contract consists of the weekly sweeping and/or cleaning of public streets (including curbed medians) and paved alleys and other incidental and appurtenant work necessary for the proper completion of the Project. The work shall be performed in accordance with these Specifications and Plans. The Contractor shall perform all necessary work to complete this Contract in a satisfactory manner and shall furnish all necessary equipment, tools, labor, materials, and incidentals.

Bid bonds, bonds for labor and material, or faithful performance bonds are not required for this project. A contractor's license is not required for this project. Prevailing wages are not required to be paid on this project.

Proposers are advised that the Board has enacted the Living Wage Program (Exhibit B) for contracts awarded under the authority of County Code Chapter 2.121.250 through 420 (Proposition A). In doing so, the Board made a finding that the Living Wage Program was not only to provide living wage and health benefits to employees working on these County contracts, but it is also intended to relieve the burden on the County for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors and their subcontractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as $9.46 per hour without

health benefits and $8.32 per hour with health benefits. For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least $1.14 per hour toward the provision of a bona fide health care, vision, and/or dental benefit plan for each employee and any dependents during the term of this Contract. Contractors/ Subcontractors will not be allowed to pay less than $1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Proposer shall complete the Contractor Living Wage Declaration (Exhibit D). Proposers who fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

B. Proposal Submission

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

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

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

3. A comprehensive description of the Proposer's background, organization, experience, and staff in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment (See Part I, Section 3.F, Evaluation Criteria).

4. Work Plan of Action/Approach which describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. The Work Plan is to include the Proposer's proposed full-time employees staffing plan. Proposer will be required to assign and use full-time employees of the Proposer to provide these services, unless Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If the Proposer desires to assign and use non-full-time employees to provide services, the Proposer shall submit to the County, at least seven days before the deadline to submit proposals, a written request to use non-full-time employees providing all necessary documentation to substantiate the request.

Based on the County's review of the Proposer's request and submitted documentation, the County shall determine, at its sole discretion, whether the Proposer may use non-full-time employees. The County's decision will be final. Proposer's request for the utilization of non-full-time employees is to be delivered or faxed to:

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

In evaluating proposals, the County will review the Proposer's history of labor law/payroll violations (including, but not limited to violations or pending claims pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination)as well as debarment from contracting by any public entities. To facilitate this process, Proposers must submit with their Proposal a complete Acknowledgment and Statement of Compliance form (Exhibit E), and disclose on that form: (1) any determination by a public entity within three years of the submission date of the Proposal that the Proposer committed a labor law/payroll violation, (2) any pending claim that involves an incident of labor law/payroll violation occurring within three years of the Proposal's submission date, and (3) debarment by a public entity within the last 10 years.

Disclose full details of any such determinations, claims and debarments on the "Labor/Payroll/Debarment History" form (Exhibit F).

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violation, with substantially increased deductions for a Proposer's failure to disclose reportable violations (See Exhibit G "Guidelines for Assessment of Proposer Labor Law/Payroll Violations"). Pending claims (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before this Contract is awarded.

5. If subcontractors are to be employed, Proposal shall include a specific description of the qualifications of each subcontractor, their tasks, experience, safety

records, financial references, staff, and contact person. All subcontractors to be employed by the Proposer to perform any of the work under this Proposal shall be subject to the same requirements set forth in this Request for Proposals.

The County seeks diverse and broad-based participation in its contracting. The Proposer shall submit the Firm/ Organization Information Form and Firm/Organization Compliance Form (both attached) for each subcontractor contemplated.

6. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program," Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.U, Jury Service Program. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

   a. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

   b. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury

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

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

d. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/

Organization Information Form. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

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

7. Proposer's plan for compliance with South Coast Air Quality Management District's Rules 1186 and 1186.1 regarding certified street sweepers.

8. Complete, sign, and submit Part I, Section 6, Schedule of Prices form(s) provided.

9. Submit the Proposer's Cost Methodology (attached) showing how the Proposer arrived at the proposed Annual Price set forth on the Schedule of Prices at Part I, Section 6. This methodology is to reflect labor costs by employee classifications to be used, i.e., street sweeper operator, supervisor, etc., hours to be worked weekly by each employee; hourly wages to be paid to each employee; estimated monthly payroll taxes; and estimated monthly allowances for vacation, sick, holiday, health insurance, welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, profit, and any other miscellaneous costs must be shown as requested. These costs plus the gross labor costs should total to the Proposer's Total Proposed Price for three years as quoted in the Schedule of Prices, Part I, Section 6.

10. Include the Bidder's Proposal, Contractor's Industrial Safety Record, Conflict of Interest, and Equal Employment Opportunity (EEO) Certifications, List of Subcontractors, Firm/Organization Information Form for the Proposer and each subcontractor, Firm/Organization Compliance Form, GAIN Employment Commitment Form, the appropriate Business Affidavit, and Proposer's Social Security Number, Driver's License Number, or Internal Revenue Service Taxpayer's I.D. Number.

11. The reference list shall include contracts with all public entities in the State, including the County of Los Angeles and Public Works for which the Proposer has provided service within the last three years. The information shall include a contact person and phone number for each listed entity.

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

13. Proposer's description of benefit package type(s) provided to its employees (i.e., number of annually paid vacation, sick days, etc.) per attached "Requested Information on the Proposer's Medical Plan Coverage."

14. Submitted with the completed GAIN Employment Commitment Form (attached) that demonstrates or attests to the Proposer's ability to meet the following requirement:

    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) or shall attest to a willingness to consider GAIN 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 participants access to Proposer's employee mentoring program, if available, to assist these

individuals in obtaining permanent employment and/or promotional opportunities.

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

16. Submitted with proof and/or a positive statement that the required insurance coverage can be provided.

17. Should the Proposer believe their business entity does not meet the living wage definition for "Employer" as stated in Exhibit B, Living Wage Program, Section 2.201.020, Definitions, and/or meets any of the living wage exceptions as outlined in Exhibit B, Living Wage Program, Section 2.201.090, Exceptions, Proposer may request an exemption by completing and submitting (FAX [626]458-4194) Exhibit C, Living Wage Ordinance - Application for Exemption at least seven days before the deadline to submit proposals and include with its submission all necessary documentation to support the claim. Such documentation shall include the Proposer's last two-years' tax returns and last State payroll tax return. Upon reviewing the Proposer's application, the County will determine, at its sole discretion, whether the Proposer falls within the definition of "Employer" or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

    Note that the Collective Bargaining Agreement Exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program. The Proposer is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

All exemption requests are to be delivered or faxed to:

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

18. Additional data not specifically requested for evaluation, which the Proposer feels are essential, must be labeled "Additional Information," at the end of the Proposal.

    It is to the Proposer's advantage to submit additional documents to support information provided by the Proposer. If there is no additional data the Proposer wishes to present, this section will consist of the statement, "There is no additional data we wish to present."

19. Proposals must be submitted with two complete copies (original and one copy) of the Proposal and any related information. Proposals received after the closing date and time will be rejected by the Department as nonresponsive.

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

C. Vendor Registration

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

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

Prior to submission of your Proposal, all Proposers are invited to attend a Proposers' Conference to be held at Department Headquarters, Conference Room C, 900 South Fremont Avenue, Alhambra, California 91803, on **Tuesday, January 22, 2003 at 1 p.m.** **ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, the Department will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Proposal Requirements and Conditions

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

C. Departmental Contract Contact

The Contractor's contact with the Department regarding this Contract will be Jeff Donaldson at (323) 776-7552, FAX (310) 649-0402, e-mail address: jdonaldson@ladpw.org.

D. Work Location

Exhibit A, Project Location/Vicinity Maps provides a more detailed outline of the Project's limits.

E. Services to be Performed

The Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit A, Project Location/Vicinity Maps. The word "sweeping" shall define an operation and the method shall not be limited to the use of a power broom street sweeper.

Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb mile is defined as a swept path not less than five feet wide for a total length of 5,280

feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than six miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than six miles per hour.

Water shall be used while sweeping to minimize dust if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Engineer, in accordance with Part I, Section 2.F, Standard of Performance, below, the Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to narrow cul-de-sacs, median noses, and portions of left turn pockets shall be hand cleaned to comply with Part I, Section 2.F, Standard of Performance, below.

The Contractor shall inform the Engineer of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by the Contractor to the Engineer as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

F. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Engineer will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Engineer may direct the

Contractor to re-sweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be re-swept during the same business day. If the area(s) cannot be re-swept during the same business day by the Contractor, the Engineer may deduct payment to the Contractor in accordance with Part I, Section 2.0, Inspection and Acceptance of the Work.

G. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of the Contractor. The Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or the Department's facilities as temporary storage sites.

H. Storage Facilities

The Department will not provide storage facilities for the Contractor.

I. Water

The Contractor shall furnish all water necessary for sweeping operations in accordance with Part I, Section 2.E, Services to be Performed.

J. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public roadways. The Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Section and

with permission or in violation of this Section without permission.

K. Authority of Board and Engineer

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Engineer or an authorized representative.

On all questions relating to quantities, the acceptability of equipment or work, the execution, progress or sequence of work, and the interpretation of the Specifications or the Plans, the decision of the Engineer will be final and binding, and shall be precedent to any payment under this Contract, unless otherwise ordered by the Board.

L. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Department of Public Works
Lobby Cashier Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

The Contractor shall have a readily accessible copy of each publication in the Project area at all times. As a minimum, the Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO.	MATERIAL MANAGEMENT
CD10(2)	Material Delivery and Storage
CD11(2)	Material Use
CD12(2)	Spill Prevention and Control

NO.	WASTE MANAGEMENT
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

Best Management Practices for Contractor activities shall be continuously implemented throughout the year. Best Management Practices for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24-hours. Best Management Practices for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fines assessed against the County, plus legal and staff costs, as a result of the Contractor's alleged lack of compliance with these provisions and/or less than complete implementation of the specified BMPs. The County may deduct, from the payment due the Contractor, amounts necessary to cover such fines and costs. In addition, the County may also assess the Contractor, as liquidated damages, $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. Full compensation for the implementation of BMPs shall be considered as included in the "Total Proposed Price" shown in Part I, Section 6, Schedule of Prices.

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Engineer for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Engineer. Changes in the schedule for the convenience of the Contractor will require approval by the Engineer prior to being included in the weekly work. The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. The Contractor shall be responsible for determining when trash pickups are scheduled.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on-street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas shall not be swept prior to 7 a.m. nor after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Engineer directs otherwise.

N. Prosecution of Work

To minimize public inconvenience, the Contractor shall diligently prosecute the work to comply with the approved sweeping schedule. If, as determined by the Engineer, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Engineer, immediately take steps necessary to fully accomplish said purpose. All cost of prosecuting the work as described herein shall be included in the Contractor's "Total Proposed Price."

Should the Contractor fail to take the necessary steps to fully accomplish said purpose, after orders of the Engineer to do so, the Engineer may suspend the work in whole or in part, until the Contractor takes said steps. If work is suspended through no fault of the County, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor.

O. Inspection and Acceptance of the Work

The Contractor shall implement a Contract Quality Control Plan as required under Part I, Section 2.X, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Engineer will inspect the work to assure that the quality of street sweeping services is in compliance with terms and conditions of this Contract. The Engineer will inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A five percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to the Contractor on the working day following the inspection for all deficient locations.

The Engineer will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within eight feet of the curb face. Debris includes, but is not

limited to trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.

2. A trail of debris shall not be left along the street or gutter.

3. An inordinate amount of debris which would indicate that the location had not been swept properly.

P. Suspension of Work

The work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the County. The Contractor shall comply immediately with any written order of the Engineer suspending work. Such suspension shall be without liability to the Contractor on the part of the County except as otherwise specified in Part I, Section 2.AA, Additional Sweeping.

Q. Noncompliance With Plans and Specifications

Failure of the Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Engineer. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

R. Contractor's Equipment Compliance with Laws and Regulations

1. The Contractor shall fully comply with all applicable laws and regulations, including but not limited to all Air Quality Management District regulations. In particular, the Contractor's equipment shall be in full compliance with Air Quality Management District Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Director or a designee may inspect the Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of the Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Engineer may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in Part I, Section 2.F, Standard of Performance.

5. The Contractor shall provide sweeping equipment and disposal trucks which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires re-sweeping, or to provide any additional re-sweeping directed by the Engineer. All equipment shall be clearly marked with the Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the engineer to make contact with the sweeper operator during sweeping operations. The contractor shall provide the engineer with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

7. Primary and back-up sweepers shall be equipped with a Fleet Manager 200 or a County-approved equivalent. If primary and back-up sweepers are not available or additional sweepers are needed to complete the route, the County will accept mechanical tachograph charts from those additional sweepers. The Fleet Manager 200 or County-approved equivalent shall be programmed to provide the following information on a monthly basis:

   a. The name of the sweeper operator and the equipment identification number.

b. The starting and finishing time and date.

c. Total number of miles traveled by the street sweeper.

d. Total number of miles swept with broom(s) down/on.

e. Total number of miles swept in excess of set speed with broom(s) down/on.

S. Reports

In addition to other data filed with the County by the Contractor, the Contractor shall, on the second working day of each week, file a report with the Engineer enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.

3. When missed areas were swept.

4. Number of complaints received each day.

5. Reasons scheduled sweeping was not performed or completed as scheduled.

6. Waste Tonnage Summary and copies of waste disposal receipts.

The Contractor shall, on the second working day of each week, provide the Engineer downloaded Fleet Manager 200 or County-approved equal, data on a three and a half inch, high density, IBM formatted computer diskette containing the required sweeping data for the previous week. Software necessary for producing sweeper reports shall be furnished by the Contractor to the County at no cost.

T. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continuous and no deduction will be made for left turn pockets or intersecting streets.

Additional sweeping of streets, as defined in Part I, Section 2.AA, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine Curb Miles per mile of length.

U. Contractor's Representative

Before starting the work, the Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Engineer to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the County, the Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

V. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the plans, specifications, and approved schedule of services.

The Contractor shall designate in writing, a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that the Contractor's Quality Control representatives be separate and distinct from the Contractor's project manager or general superintendent, and that the Contractor's quality control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Engineer. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives, a description of the roles

and responsibilities for quality control, the system for monitoring, reporting on, and resolving quality control issues, and checklists or other documentation in support of the Contractor's quality control function.

W. Duration of Contract

This Contract will commence on the first day of the month following Board approval, for a period of three years (156 weeks).

X. Plans and Specifications

Included as part of this Contract are plan sheets (Exhibit A) showing the locations of streets and alleys included in this Project.

The Plans, these Specifications, and other contract documents shall govern the work. These contract documents are intended to be complementary and cooperative and to describe and provide for a complete Project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions which may affect the cost of the work will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

Y. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Engineer. The Contractor will be compensated for each additional sweeping at the Contract's "Unit Price" per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Engineer.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in

addition to the regularly scheduled sweeping as ordered by the Engineer.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's "Unit Price" per Curb Mile as defined in Part I, Section 2.V, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in Part I, Section 2.F, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper must return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's "Unit Price" per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

Z. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Engineer. When, in the opinion of the Engineer, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Engineer may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of Part I, Section 2.F, Standard of Performance, and shall be performed by the Contractor at the Contract's "Unit Price" per Curb Mile and will not be considered additional sweeping as defined in Part I, Section 2.AA, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Engineer, be swept within two working days

of the regularly scheduled sweeping day without interruption in the regular sweeping schedule. Any such requested sweeping shall meet the requirements of Part I, Section 2.F, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping, as provided in the approved schedule, because of reasons other than inclement weather or holidays, the Contractor shall be required to complete the sweeping services so deferred within two calendar days without interruption in the regular sweeping schedule.

AA. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibit A). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to the Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate "Unit Price."

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Engineer.

AB. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's "Unit Price" per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys, within the incorporated area, that are deleted from the Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects the Contractor's weekly sweeping schedule.

AC. Changed Conditions

The Contractor shall notify the Engineer in writing of any changed conditions promptly upon their discovery. The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate "Unit Price" reflected in Part I, Section 6, Schedule of Prices.

If the Engineer determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be notified in writing.

AD. Communications and Public Relations

The Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., from Monday through Friday except on legal holidays. Said answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Engineer and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by the Contractor's common known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to the Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by the Contractor. The form, which must be approved by the Engineer, shall be filed with the County on the first working day following the day the complaint was received. The Contractor shall report what actions were necessary to resolve each complaint.

AE. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable CalOSHA requirements while performing this

requested work. Suitable clothing, gloves, and shoes that meet CalOSHA requirements are required.

AF. Project Site Safety

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

AG. Project Safety Official

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

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

Prior to the award of the Contract, Public Works will notify the selected Proposer of its intention to recommend that the County award the Contract to the selected Proposer on condition that the selected Proposer provide within 10 days a list of street sweepers that will be employed on the Contract and that fully comply with all AQMD regulations applicable to the contract, identifying the street sweepers by make, fuel type, model, inventory number and vehicle identification number. In addition, the selected Proposer shall furnish with the list proof of ownership of each listed street sweeper or a copy of a confirmation of order from a manufacturer or distributor that includes such information with delivery specified not later than the effective date of the Contract. Upon timely receipt of such information, Public Works may recommend the award of the Contract to the selected Proposer. Should the selected Proposer fail to provide such information as required or should the list fail to demonstrate full compliance with AQMD regulations, Public Works may reject the selected Proposer and recommend award of the Contract to another Proposer.

B. Final Contract Award by Board

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

C. Legal Status of Contractor's Personnel

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the

Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

D. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

E. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. Upon receipt of said Proposal as specified, the County will select a contractor from among those submitting Proposals. Selection shall be based on the evaluation criteria set forth below. After a contractor has been selected by the Department, the Department will submit a contract to the Board for consideration and possible approval.

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

The County reserves the sole right to judge the Proposer's representations, either written or oral, as stated in the Proposal submitted. County may make onsite inspections of Proposer's current jobs.

The County may, at its option, invite proposers to make a presentation and participate in an interview before a final selection is made.

F. Evaluation Criteria

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

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

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

   b. Proposer shows an ability to meet insurance requirements.

   c. Proposer has met the GAIN requirements.

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

   e. Proposer has indicated it will meet the Living Wage Program employee payment requirements and has included its contribution for the identified medical plan, if any, in the Proposer's Cost Methodology (attached); **OR** Proposer has, within the time period specified in Part I, Section 1.B.17, submitted a fully documented application establishing that it is entitled to exemption (Exhibit C, Application for Exemption).

   f. Proposer's staffing plan identifies full-time employees of the Proposer who will perform the required work unless the Proposer has demonstrated the necessity of part-time staff to the County's satisfaction in accordance with Part I, Section 1.B.4. Proposers may submit part-time staffing plans for approval before the due date for receipt of proposals in accordance with Part I, Section 1.B.4.

   g. Proposer has submitted the attached Jury Service Program Certification Form and Application for Exception, stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.

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

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

j. Proposer is signed in as attending Proposer's conference.

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

a. Proposed Fee (65 points)

The proposed price should accurately reflect Proposer's cost of providing the required services and any profit expected for the three-year period. The lowest "TOTAL PROPOSED PRICE" for three years quoted in the Schedule of Prices (Part I, Section 6) will receive the full weight of this evaluated item (65 points), subject to adjustment in accordance with the Local SBE Preference Program. Subject to such adjustments, other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Price by each other Proposers' Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion (65 points). However, the Proposal with the lowest Total Proposed Price may not necessarily be awarded a contract.

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

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

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

b. References (15 points)

Record of performance as determined from communications with the Proposer's former/current clients. Factors to be considered include, but are not limited to cost control, work quality, completion of work on schedule, and responsiveness. The Department will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to

checking services provided to Public Works and other County departments. One or more unfavorable references may result in rejection of the Proposal.

c. Capability (10 points)

Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to pay the living wage as defined in Part I, Section 7, and can perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Proposal.

d. Proposer's Staffing Plan and Equipment (10 points)

A review of the Proposer's description of its equipment and staffing plan and ability to meet the requirements and conditions of this work. A score of zero in this category may result in rejection of the Proposal.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

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

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

B. Indemnification

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

C. Safety Indemnification

To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses solely arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County,

including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

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

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

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

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

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

   e. Identify any deductibles or self-insured retentions for County's approval.

   The County retains the right to require Contractor to reduce or eliminate such deductibles or self-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.

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

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

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

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

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

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

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

5. Compensation for County Costs

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

6. Insurance Coverage Requirements for Subcontractors

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

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

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

E. Insurance Coverage Requirements

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

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

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

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

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

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

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

SECTION 5

METHOD OF PAYMENT

A. Payment

The Contractor shall, each fourth Monday (or the following business day if Monday is a holiday), present an invoice in triplicate (one original and two copies) for services rendered in the preceding four weeks. The following information shall be submitted with each invoice: the actual curb miles swept, cubic yards of debris swept, appropriate documentation that the debris was disposed of at a permitted State or local waste facility, and a certified payroll(s) which meets the living wage requirements outlined in Part I, Section 7, Compliance With Living Wage Program. The County agrees to initiate payment approval within five business days of the receipt of a properly submitted and completed invoice from the Contractor. Approval and payment by the County will be done within 30 days. Invoices shall be submitted to:

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

The quantities shown in Part I, Section 6, Schedule of Prices, are estimates only to be used as a basis for comparing priced proposals and will not govern final payment. The Contractor will be paid for the actual number of Curb Miles (CM) and Paved Alley Miles (PM) swept each month in accordance with the Plans and Specifications.

The unit prices specified in the Schedule of Prices shall be full compensation for the item of work and all appurtenant costs, including labor, equipment, tools, materials, dump fees, and incidentals.

Whenever any portion of the work is performed by the County at the Contractor's request, the cost thereof shall be charged against the Contractor and may be deducted from any amount due or becoming due from the County.

Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the County may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the County. County action or inaction under such circumstances shall not be construed as relieving the Contractor from liability.

Payment shall not relieve the Contractor from its obligations under this Contract; nor shall such payment be construed to be acceptance of any of the work.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the County, due to the Contractor's failure to pay for labor used in the work, all money due for such labor will be withheld from payment to the Contractor in accordance with applicable laws.

Refer to Part I, Section 2, Inspection and Acceptance of the Work, for payment deductions due to deficient street sweeping operations.

B. Cost of Living Adjustments

There will not be any Cost of Living Adjustments during the term of this Project.

SECTION 6

SCHEDULE OF PRICES
STREET SWEEPING -- MARINA DEL REY

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications and attached drawings subject to the Proposer furnishing all materials, except those specified to be furnished by the Department. The "TOTAL PROPOSED PRICE" shall be for the entire three-year Contract.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Weekly and twice weekly sweeping of curbed streets[1] for Public Works	CURB MILES (CM)[2]	1664		$
2	Weekly sweeping of alleys for Public Works	PAVED ALLEY MILES (PM)[3]	52		
3	Twice weekly sweeping of curbed streets for Department of Beaches and Harbors	CURB MILES (CM)	988		
4	Twice weekly sweeping of .5 mi. paved alleys forBeaches and Harbors	PAVED ALLEY MILES (PM)	52		
5	Twice weekly sweeping of public parking lots[4] 1 to 10, 12, 14, 17, 18 and 19 for Beaches and Harbors	1 SWEEPING OF SPECIFIED LOTS	104		
6	Four times per week sweeping of public parking lots 11, 13 and 16 for Beaches and Harbors	1 SWEEPING OF SPECIFIED LOTS	208		
7	Sweeping public parking lot 15 forBeaches and Harbors six times per week from second week of September to Memorial Day weekend	1 SWEEPING OF SPECIFIED LOT	222		
8	Sweeping public parking lot 15 forBeaches and Harbors once weekly on Tuesday from Memorial Day weekend through first week of September	1 SWEEPING OF SPECIFIED LOT	15		
	TOTAL ANNUAL PROPOSED PRICE				$
	ANNUAL PRICE x 3 = TOTAL PROPOSED PRICE FOR THREE YEARS				**$**
	WRITE OUT TOTAL PROPOSED PRICE FOR 3 YEARS:				

Legal Name of Proposer (Print)	Date
Signature	Telephone
Address	Required License Number

---

1 Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and disposal of all debris resulting from sweeping operations.

2 A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet.

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

4 Sweeping parking lots includes sweeping of curbed medians, furnishing of water, and disposal of all debris resulting from sweeping operations.

SECTION 7

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

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

be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

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

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current

health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year(Exhibit H). Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

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

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

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

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole

discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

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

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

PART II

SERVICE CONTRACT

GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

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

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

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

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

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

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

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

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

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

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

General Definitions and Terms - Cont'd

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

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

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

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

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

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

15. Holidays. The Department will provide the Contractor with the County Holiday Schedule before the Contract implementation.

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

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

B. Withdrawal of Proposals

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

C. Invalid Proposals

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

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

D. Altering Solicitation Document

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

E. Term of Proposals

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

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Department. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

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

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

G. Qualification of Proposer

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

H. Proposer's Safety Record

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

I. Proposer's License Requirements

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

J. Wages, Materials, and Other Costs

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

K. Qualifications of Subcontractors

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

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

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

N. Proposal Prices and Agreement of Figures

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

N. Proposal Prices and Agreement of Figures - Cont'd

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

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

P. Gratuities

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

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

Q. Determination of Proposer Responsibility

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

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

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

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

Q. Determination of Proposer Responsibility - Cont'd

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

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

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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

R. Proposer Debarment - Cont'd

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

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

SECTION 3

GENERAL REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

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

B. Equipment, Labor, Supervision, and Materials

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

C. Permits/Licenses

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

D. Quality of Work

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

E. Cooperation and Collateral Work

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

F. Authority of Department and Inspection

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

G. Changes and Amendments of Terms

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

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

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

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

H. Gratuitous Work

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

I. Safety Requirements

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

J. Public Safety

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

K. Confidentiality

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

L. Quantities of Work

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

M. Work Area Controls

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

N. Transportation

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

O. Storage of Material and Equipment

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

P. County's Quality Assurance Plan

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

P. County's Quality Assurance Plan - Cont'd

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

Q. County's Policy on Child Support Laws

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

R. Job Site Safety

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

S. Recycled-Content Paper Products

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

T. Contractor Responsibility and Debarment

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

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

T. Contractor Responsibility and Debarment - Cont'd

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

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

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

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

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

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

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

B. Labor

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

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Cooperation

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

E. Delegation and Assignment

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

F. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

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

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

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

G. Overtime

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

H. Child Support Compliance Program

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

J. Prohibition Against Use of Child Labor

The Contractor shall:

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

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

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

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

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

J. Consideration of Hiring GAIN Employees

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

K. 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.

L. Consideration of Hiring County Employees Targeted for Layoffs

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

M. Right of First Refusal for Employment Openings

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

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

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

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

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

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

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

B. Convenience

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

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

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

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

C. Termination for Noncompliance with Child Support Requirements

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

D. Termination Claim

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

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

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

SECTION 6

NONCONFORMANCE WITH SPECIFICATIONS

The Contractor agrees that services furnished will be according to these Specifications. The County reserves the right to terminate the whole or any part of this Contract for any one of the circumstances contained in the attached Standard Terms and Conditions, Part III, Section N, DEFAULT.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Nonappropriation of Funds

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

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

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

B. Nondiscrimination in Employment

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

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

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

B. Nondiscrimination in Employment - Cont'd

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

C. Assignment

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

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

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

E. Compliance with Laws - Cont'd

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

F. Covenant Against Contingent Fees

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

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

G. Governing Laws

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

H. Termination for Improper Consideration

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

H. Termination for Improper Consideration - Cont'd

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

I. Notice of Delays

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

J. Record Retention and Inspection

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

K. Validity

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

L. Waiver

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

M. Default for Insolvency

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

M. Default for Insolvency - Cont'd

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

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

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

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

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

N. Default

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

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

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

2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services,

N. Default - Cont'd

provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

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

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

O. Disclosure of Information

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

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

2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

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

P. Notification

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

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

P. Notification - Cont'd

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

ATTACHMENTS

* AFFIDAVIT FOR PARTNERSHIP PROPOSAL

* AFFIDAVIT FOR CORPORATION PROPOSER

* AFFIDAVIT FOR INDIVIDUAL PROPOSER

* AFFIDAVIT FOR JOINT VENTURE

** BIDDER'S PROPOSAL

** CONTRACTOR'S INDUSTRIAL SAFETY RECORD

** CERTIFICATE CONFLICT OF INTEREST

** PROPOSER'S REFERENCE LIST

** PROPOSER'S/OFFEROR'S EEO CERTIFICATION

** LIST OF SUBCONTRACTORS

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

** GAIN EMPLOYMENT COMMITMENT

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

** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

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

POLICY ON DOING BUSINESS WITH SMALL BUSINESS INTERNAL REVENUE

SERVICE NOTICE 1015

COUNTY VISION STATEMENT

DEBARRED VENDORS REPORT

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

EXHIBITS

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

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

** Exhibits to be submitted with Proposal.