COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

JAMES A. NOYES, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

June 26, 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:

SECURITY SERVICES – PARK-AND-RIDE LOTS
SUPERVISORIAL DISTRICTS 1, 3, AND 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these services can be more economically performed by an independent contractor than by County employees.

2. Award the contract for "Security Services – Park-and-Ride Lots" to International Services, Inc., located in Torrance, California. This contract will be for a period of 12 months commencing on September 1, 2003, and may be extended for two 1-year renewal options not to exceed a total contract period of three years.

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

4. Authorize Public Works to encumber an amount not to exceed $180,000 for scheduled security services, plus an extra $50,000 for additional, extraordinary, or as-needed security services that may be identified. This amount is based on the contractor's hourly rates to perform the work and Public Works' projected requirements for coverage at four locations. Funds are included in Public Works' 2003-04 budget.

5. Delegate authority to the Director of Public Works to execute, terminate, and renew this contract for the two 1-year renewal options, if, in the opinion of the Director, renewal or termination is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1993, Public Works has been contracting for unarmed security services at various park-and-ride lots within the unincorporated County areas. The contractor will provide trained unarmed security personnel for the purpose of providing the commuting public using the park-and-ride lots protection from bodily harm, safe guard vehicles against fire, theft, vandalism, and illegal entry and report illegal or injurious acts to local authorities. Security officers will also be available to provide lot patrons with information and other assistance when necessary.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

This contract is for an amount not to exceed $180,000, plus an extra $50,000 for additional, extraordinary, or as-needed security services that may be identified. The requested amount is based on the contractor's annual price for scheduling security services at four park-and-ride lots and our estimate of an additional $50,000 for emergency security operations such as national emergencies and temporarily elevated alert levels, threats to transit operations, and occasional criminal activities at our park-and-ride lots. These additional funds will not be expended without the Director's authorization. This contract will commence on September 1, 2003, for a period of one year. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the Director without cause upon the giving of at least 30 days' written notice to the contractor.

Funds for the first year of the contract are included in Public Works' 2003-04 budget. Funds to finance the additional years of this service will be available through Public Works' annual budget process. There will be no impact on net County cost.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

Public Works has accessed available resources to review and assess the top two rated proposers' past performance, history of Labor Law violations, and any negative experiences with County contracts. Both proposers were found to have labor law/payroll violations. These violations were submitted to the County's Labor Law Assessment Team. The Assessment Team recommended that a two percent deduction be applied to our top evaluated proposer's score and no reduction for our second rated proposer. This reduction resulted in our recommended contractor becoming the highest rated proposer.

CONTRACTING PROCESS

On February 11, 2003, Public Works solicited proposals from 221 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On March 13, 2003, eleven proposals were received. One proposal was eliminated because it was received after the deadline. The remaining proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP which included proposed pricing, references, experience, capability, and work plan. Based on this evaluation, as well as the Labor Law Assessment Team's recommendation,

Public Works is recommending that a contract be awarded to International Services, Inc., located in Torrance, California, which was found to be the most responsive and responsible proposer.

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

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

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

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

LG
P:\ASPUB\CONTRACT\Leticia\Security Park & Ride\2003\SEC PARK & RIDE BL.doc

Enc. 3

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

ENCLOSURE A

Bid Detail Information

Bid Number : PW-ASD 180
Bid Title : SECURITY SERVICES - PARK-AND-RIDE LOTS
Bid Type : Service
Department : Public Works
Commodity : GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)
Open Date : 2/11/2003
Closing Date : 3/13/2003 5:30 PM
Bid Amount : $ 200,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Thursday, March 13, 2003, for "Security Services - Park-and-Ride Lots."

The estimated annual amount for this project is $200,000.

A Proposers' Conference will be held Wednesday, February 26, 2003, at 2 p.m., in Conference Room C at our Headquarters, 900 South Fremont Avenue, Alhambra, California 91803. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this confereence will be rejected as nonresponsive. This location is compliant with the Americans with Disabilities Act (ADA) requirements.

Upon request, Public Works can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 45874081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

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

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 2/18/2003 9:05:44 AM

Back to Last Window

ENCLOSURE B.1

FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR 23.5.

TYPE OF BUSINESS STRUCTURE: Corporation
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 2,174 Security

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.) Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American		1	4
Hispanic/Latin American		2	16
Asian American		1	1
American Indian/Alaskan Native			
All Others			
Based on the above categories. Please indicate the total numbers of men and women in the firm:			
Male	1,474		
Female	700		

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

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	60 %	40 %	10 %	10 %	%
Women	60 %	30 %	5 %	5 %	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES
Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency N/A Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: International Services, Inc

SIGNED: _____ DATE: October 23, 2002

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.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: WATSON AGENCY 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: 1132200	

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): 100 - 150

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					5	
Hispanic/Latino			1		20	4
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	14	3	30	

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	49 %
Women	0 %	0 %	0 %	0 %	0 %	51 %

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:
for a wew	President	3/3/03

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☐ 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: 10693701	

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):

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						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	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
Brenda Guerra	President	3-11-03

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Crime Impact Security Patrol, 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: 82339	

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): 42

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1	2	3	0	20	4
Hispanic/Latino	0	0	0	0	6	0
Asian or Pacific Islander	0	0	0	0	2	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	4	0

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	57 %	14 %	5 %	0 %	0 %	16 %
Women	14 %	0 %	0 %	0 %	0 %	0 %

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
City of Los Angeles #CCA-9411	MBE		DBE		MAR 2004
County of Los Angeles #82339	MBE		DBE		NOV 2003

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]	Sales Manager	March 19, 2003

ENCLOSURE B.5

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: Nu-way Security And Private Investigations	
☐ 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: San Bernardino RC9902007	

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): 22

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

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

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	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
WMBE Clearinghouse	X				6/29/05

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:
Willie Potts	President	3/13/03

ENCLOSURE B.6

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

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

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☒ 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:	

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):

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

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

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	PRESIDENT	MARCH 12, 2003

ENCLOSURE B.7

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

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

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

Total Number of Employees (including owners): 34

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		3	2	10	2
Hispanic/Latino					13	1
Asian or Pacific Islander					4	
American Indian						
Filipino					2	
White					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:
	OWNER	3/10/03

ENCLOSURE B.8

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 ☐ 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): 3879

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			9	7	276	253
Hispanic/Latino			32	15	1226	1339
Asian or Pacific Islander			1	0	76	32
American Indian			0	0	12	1
Filipino			0	0	0	0
White	1		22	17	453	107

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
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:
	General Manager	March 10, 03

ENCLOSURE B.9

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: California Security, 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): 1,196

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1	1	2	1	284	189
Hispanic/Latino					382	255
Asian or Pacific Islander					12	8
American Indian					0	0
Filipino					0	0
White			1		36	24

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	49 %	%	%	%	%	%
Women	51 %	%	%	%	%	%

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:
	President	3/13/2003

ENCLOSURE B.10

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

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

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

Total Number of Employees (including owners): 500

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		60	18
Hispanic/Latino					44	8
Asian or Pacific Islander			1		56	6
American Indian					3	—
Filipino					12	1
White		1	3	1	240	21

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	Owner	03-07-03

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 International Services, Inc., a corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 13th day of March 2003, hereby agrees to provide for a period of one year trained unarmed security services for Public Works' Park-and-Ride Lots in a cost effective manner, to the satisfaction of the Director of Public Works, as described in the attached Specifications for the "Security Services – Park-and-Ride Lots."

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

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an amount not to exceed $180,000 or such greater sum 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 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 attached as Exhibit J and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

INTERNATIONAL SERVICES, INC.

By _____
Its President

By _____
Its Secretary

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SECURITY SERVICES - PARK-AND-RIDE LOTS
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** LIST OF SUBCONTRACTORS

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** GAIN/GROW EMPLOYMENT COMMITMENT

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

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* 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

SECURITY SERVICES - PARK-AND-RIDE LOTS

SECTION I

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Public Works is soliciting Proposals from qualified Contractors who have the ability to furnish uniformed, trained, unarmed security officers with background investigation completed in accordance with these Specifications.

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

The work to be accomplished under these Specifications is to ensure the provision of security services for Public Works' Park-and-Ride Lots with maximum efficiency and in a cost-effective manner. Additionally, such services shall be provided in a manner consistent with the long-range plans, goals, and objectives of Public Works.

B. Living Wage Program

Proposers are advised that the Board has enacted the Living Wage Program (Exhibit B) for contracts awarded under the authority of County Code Chapter 2.121.250 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 County of the burden for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as $9.46 per hour without health benefits and $8.32 per hour with health benefits. For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least $1.14 per hour toward the provision of a bonafide health care, vision, and/or dental benefit plan for each employee and any dependents during the term of this Contract. Contractors/Subcontractors will not be allowed to

pay less than $1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Proposer shall complete the Contractor Living Wage Declaration (Exhibit D) and submit it with the proposal, or, if appropriate, may submit the application for Exemption (Exhibit C) by the required time. The requirements and terms of the Living Wage Program are non-negotiable. Proposals that fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

Proposer is further notified that throughout the term of contract resulting from this solicitation, the contractor and its subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.

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

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

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

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

C. Proposal Format Requirements

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

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

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

3. Introductory letter (optional).

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

   - Background;
   - Organization;
     - ▻ State whether the Proposer's firm is local, national, or international.
     - ▻ Give the location of the main office and the location of local offices in Southern California.
     - ▻ Describe the range of activities performed by the local office.
   - Experience (submit resumes of the firm, principals, supervisors, other key staff and subcontractors)

5. Work Plan which describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. These may include personnel management, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, quality control, and shall include the following elements:

   - Training Program and Training Plan

     The Proposer shall provide a detailed report on their security training program for managers, supervisors, and officers. Include:

     a. A statement as to how Proposer proposes to retain the standard of security performance through personnel retention.

     b. What methods will the Proposer employ to ensure contract compliance with the training plan.

- Proposer Background Investigation and Experience

  a. Background Investigation - The Proposer shall submit a statement detailing how they intend to fulfill this requirement.

  b. Experience - The Proposer shall describe its program to recruit and provide experienced security officers to fulfill this Contract.

- Expanded Coverage

  The Proposer may be required to provide additional coverage at existing facilities. Proposer shall submit statement as to how this expanded coverage will be met.

- Proposer's Uniforms

  Proposer shall include the color of their firm's uniforms.

- Proposer's State License

  Proposer shall include a copy of their State security license.

- Turnover Rate

  a. What does Proposer expect the yearly turnover rate to be on this Contract?

  b. How will Proposer keep turnover at expressed rate?

- Security Plan

  The Proposer shall provide a brief description of the security plan and how security will be provided at each facility. The Proposer is requested to submit a specific plan which ensures the officer's ability to quickly contact Local Emergency Agencies.

- Proposer's Quality Control Plan

  The Proposer shall attach a copy of its quality control plan, see Part I, Section 2.E, Contractor's Quality Control Plan. This requirement is mandatory.

The Work Plan shall include the Proposer's proposed full-time employee staffing plan. Proposer will be required to assign and use full-time employees to provide these services, unless Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If the Proposer desires to assign and use non-full-time employees to provide these or a part of these requested services, the Proposer shall submit to Public Works at least seven days before the deadline to submit Proposals a detailed written request, attaching all documentation necessary 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 Services Division - 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194
Attention Leticia Gordo

6. If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules. Subcontractors, if any, shall be subject to all requirements set forth in the Request for Proposals (RFP) that are applicable to contractors in general, including but not limited to compliance with Living Wage Program requirements.

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

8. Submit copies of the Proposers', employees', and subcontractors' licenses and certifications required to perform the work, if any.

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

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

11. 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 Living Wage 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 a contract is awarded.

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

13. Complete and submit Exhibit I, "Proposer's Cost Methodology," showing in detail how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., security officer, etc.); hours to be worked daily, weekly, and annually by each classification and Park-and Ride Lot; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Part I, Section 6, Schedule of Prices.

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

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly

provides that it supersedes all of the provisions of the Living Wage Program. The Proposer is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement. All exemption requests are to be delivered or faxed to:

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

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

- Schedule of Prices (Part I, Section 6);
- Affidavit for Proposal (submit applicable form only);
- Bidder's Proposal;
- Contractor's Industrial Safety Record;
- Certificate Conflict of Interest;
- Proposer's Reference List (must identify all contracts under which the Proposer has provided services to public entities in the State within the last three years and include a contact person and phone number for each public entity);
- Proposer's/Offeror's EEO Certification;
- List of Subcontractors;
- Request for Local Small Business Enterprise Preference Program Consideration and CBE Firm/Organization Information Form;
- GAIN/GROW Employment Commitment Form;
- Principal Owner Information Form (to be submitted directly to Child Support Services Department);
- Child Support Compliance Program Certification (submit a copy to Child Support Services Department);
- County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form.

D. Proposal Submission

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

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

E. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

F. Child Support Compliance Program

Submit certification in accordance with the provisions of Section 2.200.060 of the County Code that 1) the Principal Owner Information Form (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.

G. Jury Service Program

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

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

3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small

businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (attached) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

H. Local Small Business Enterprise Preference Program

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

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

I. Vendor Registration

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

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

Prior to submission of Proposal, all Proposers are required to attend a Proposers' Conference to be held at Public Works' Headquarters, Conference Room B, 900 South Fremont Avenue, Alhambra, California 91803, on **Wednesday, February 26, 2003, at 2 p.m. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not signed in as attending this Conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Proposal Requirements and Conditions

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

C. Public Works' Contract Contact

Public Works' Project Manager will be the Contractor's contact with Public Works regarding this Contract. The Project Manager will be in Public Works' Programs Development Division, Transit Operations Section, and may be reached at (626) 458-3921.

D. Work Location

Facilities

1) Fairplex Park-and-Ride
1819 Gillette Road
Pomona

2) Via Verde Park-and-Ride
21302 Via Verde Road
San Dimas

3) Ventura Park-and-Ride
Ventura Boulevard at Riverton Avenue
Studio City

4) Acton Park-and-Ride
Sierra Highway at Mountain Springs Road
Acton

Park-and-Ride Lots and/or assigned hours may be added, changed, or deleted during the contract period by the Project Manager. Any coverage changes will be preceded by a conference between the Contractor and the Project Manager.

Any additional hours will be paid at the hourly rate reflected in Part I, Section 6, Schedule of Prices for that lot. If coverage at an additional lot is requested by Public Works, coverage will be provided by the Contractor at the rate reflected in Part I, Section 6, Schedule of Prices or at a negotiate hourly rate which shall be within the hourly rate reflected in the Schedule of Prices if the hourly rates for each lot are different.

E. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Project Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to the following:

1. An inspection system covering all the services listed in Part I, Section 2.N, Specific Tasks, and the Performance Requirements Summary (Exhibit A5). It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.

4. The methods for continuing to assure service to the County in the event of a strike of the Contractor's employees.

F. County's Quality Assurance Plan

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Part I, Section 2.Q.2.a, Performance Requirements Summary, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

G. Description of the Services to be Performed

1. Basic Function

Security officers are to provide the public using Public Works' Park-and-Rides Lots protection from bodily harm, safeguard vehicles against fire, theft, vandalism, and illegal entry; and provide information and other assistance when necessary.

2. Statement of Performance Standards

a. Security officers shall not eat on the property except during break and lunch times designated by Public Works. Security officers shall not read, or use personal radios, televisions, or record or tape players at their posts at any time.

b. Security officers shall remain awake during their shifts, without exception.

c. Security officers shall be attired in uniform as outlined in Part I, Section 2.M.1.a, Uniform Requirements. Officers shall be in full uniform, including black shoes and ties, and badges, at all times. Uniform hats are desirable, but shall be optional. During summer months, ties shall be optional.

d. Security officers shall not remove or borrow County materials or equipment, or items owned by the public using the lots.

e. Security officers shall not leave their assigned post until properly relieved.

f. Security officers shall not use any County telephone except for the purpose of making or receiving calls to or from their supervisors or representatives of the County.

g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or employees of the County, during the officer's working hours, is to be discouraged.

h. Security officers shall maintain their post desk and security booth in a neat and presentable appearance.

3. Examples of Duties

Security officers shall be assigned to patrol their assigned Park-and-Ride Lot for the purpose of detecting and preventing individuals or groups from committing illegal acts or acts which are injurious to others or the property. Officers may be required to punch a time clock at an assigned station and close and lock gates.

Additional duties may include, but are not limited to the following:

- Standing or walking for an entire shift
- Running for short distances
- Activating fire emergency procedures

4. Knowledge and Skills

Officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Officers are to have a good knowledge of self-defense and public restraint procedures. Officers shall be able to communicate effectively with individuals and the general public. Officers shall react quickly and take command of an emergency situation and use good judgment and discretion in handling unruly or trespassing public.

5. Attendance

Security officers are expected to be punctual and have regular attendance. In the event that the scheduled officer is not going to report on time for the shift, the Contractor shall so advise prior to the scheduled starting time. In addition, the Contractor shall provide a substitute within an hour of the scheduled time.

Officers shall have sign-in sheets that indicate the date, their name, time of arrival, and time of departure. The sign-in sheets shall indicate the actual, not the scheduled, time of arrival/departure. The supervisor

shall sign these sheets when he/she conducts a supervision check of the security officers and collect the sign-in sheets on a weekly basis. Sign-in sheets shall be sent to Public Works with the monthly invoice packets.

6. Reports and Logs

Officers shall author and maintain a daily security log sheet which shall be made available each day to the Project Manager and supervisors at the Park-and-Ride Lots.

Security log sheets shall include, but are not limited to times for the beginning and end of the daily shift and times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.

Officers shall log description and plate number of vehicles that may be considered suspicious and/or those that have no apparent business within the Park-and-Ride Lots. Officers shall complete a Lot Usage Report (Exhibit A6) that shows the number of people using the lot. If a.m. and p.m. officers are utilized, each officer shall complete this report for his/her shift. The officers shall not give these reports to their supervisors, Public Works maintenance workers, Caltrans workers, etc. A designated person from Public Works' Transit Operations staff will collect the reports from the officers on a bi-weekly basis. The reports shall remain in the security booth until picked up by Transit Operations staff.

Officers shall report immediately to the Project Manager any incidents involving the discharge of firearms, bodily injury, maintenance problems, (i.e. running or leaking water, excessive litter, outgrowths of weeds, non-upkeep of the lot, non-upkeep of chemical toilets) or involvement of fire, law enforcement, and health authorities. Additionally, the officer shall submit in writing to the Project Manager within two hours after the start of the next County workday a detailed narrative report of any incidents concerning the events outlined above.

7. Supervisor's Responsibilities

The Contractor's Supervisor shall attempt to resolve all routine questions concerning the assignments. Where

unresolved questions arise, the Supervisor shall contact the Project Manager for advice. In the event of emergency, the Supervisor is to be notified immediately by the security officer on duty.

8. Office for Inquiries and Complaints

The Contractor shall maintain a telephone at an office within Los Angeles County. The Contractor shall have a responsible person(s) take any necessary action regarding all inquiries and/or complaints that may be received from security officers, departmental personnel or the Director. This person(s) shall be available during patrol service hours. An answering service or machine will not be considered an acceptable substitute for full-time telephone coverage.

The Contractor's office staff shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be open to the inspection of Public Works at all reasonable times.

H. Contractor's Employee Criteria

1. Contractor's Security Officer General Requirements

a. The Contractor shall provide unarmed, trained, and uniformed security officers.

b. Officers and supervisors shall possess basic writing skills for note taking and completing report forms, ability to work and communicate with the public and other operating personnel, and ability to accept responsibility and work independently. Officers and supervisors shall be able to read, speak, write, and understand English.

c. Officers shall have satisfactorily completed the State of California Security Training requirements for security officers.

d. Officers shall be over the age of 18 to perform work.

e. Officers shall have a working knowledge of pertinent Penal Code sections; i.e., powers of arrest, etc.

f. Officers shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill any other State or local license requirements. Officers shall possess:

(1) State of California Guard Registration Card

(2) Valid California Class "C" Driver's License

(3) Social Security Card

(4) Selective Service Card or military discharge papers (DD214, if a Veteran)

(5) B.S.I.S. impact weapon (Baton) Training

(6) Officers require drug testing, credit, criminal and Department of Motor Vehicles background investigations as well as seven years prior employment verification.

(7) Officers shall possess a Red Cross Certification in First Aid.

(8) Officers shall possess a Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR).

g. Officers shall be in good physical condition, able to carry out the requirements of the job.

h. The Contractor shall provide a resume to the Project Manager on each officer submitted for employment under this Contract. Resume requirements are outlined in Part I, Section 2.R., Special Criteria for Security Personnel.

i. All officers provided to Public Works shall meet the above standards and this shall be so certified to the Project Manager, in writing, at least one working day prior to assignment of an officer to a Park-and-Ride Lot.

j. No security officer shall be assigned to a shift before receiving at least four hours' on-site training (paid by Contractor at the living wage rate) from Contractor's supervisory employee.

k. All full time security officers (more than 35 hours per week) assigned to this Contract shall limit any outside employment to no more than 24 hours per week.

2. Failure to Meet Qualifications

At the request of the Project Manager, the Contractor shall remove from work, under these Specifications, any security officer who fails to meet aforementioned requirements. The Contractor shall immediately replace any officer thus removed in order to continue required service levels.

I. Other Contractor Obligations

1. Employee Fitness

By the placing of security officers at Public Works Park-and-Ride Lots, the Contractor is certifying that those persons assigned are in a sound physical and emotional health necessary to perform duties required.

2. County Inspections

The Park-and-Ride security booth used by the Contractor shall be accessible and subject to inspection by the Project Manager.

3. Inspections by Other Agencies

The Park-and-Ride security booth used by the Contractor will be subject to inspection by various public entities responsible for inspection of other County and public facilities.

4. Replacement

The Contractor shall be responsible for any County equipment issued to the officer or the Contractor. Upon termination of this Contract, all equipment shall be returned. The Contractor shall be liable for loss or other than normal wear and tear of said equipment.

5. Security of Supplies and Equipment

The Contractor shall be responsible for and shall provide security for all supplies and equipment under the Contractor's control or use during the course of this Contract.

6. Other Contractor's Security Requirements

a. The following security regulations are required:

(1) The Contractor's employees may not bring visitors, weapons, or contraband into the Park-and-Ride Lots. Officers shall be subject to search. Officers shall conduct themselves in a reasonable manner at all times. Officers shall not cause any unnecessary disturbance at a Park-and-Ride Lot.

(2) The Contractor shall immediately report, to the Project Manager, any accidents and/or loss of equipment, supplies, etc.

(3) The Contractor shall provide the Project Manager with an updated list of employees' names who can be assigned to Public Works' Park-and-Ride Lots. The list shall include age, address, classification, social security number, date of birth, driver's license number, and length of service with the Contractor.

b. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:

(1) Vacating assigned post without authorization.

(2) Leaning against walls, doors, cars, etc.

(3) Idle talk with other security personnel, County employees or others.

(4) Indiscreet conduct or actions.

(5) Reading newspapers, magazines, or other nonwork-related materials.

(6) Listening to radios, TVs, or record, tape, or CD players.

(7) Wearing of headphones.

(8) Rude or inconsiderate acts to County employees and/or public.

7. Emergency Conditions at Facility

In the case of an emergency or unusual event, all employees of the Contractor located on site shall be subject to the direction of the Project Manager or designated representative. The Contractor and its employees shall be willing to cross picket lines and provide services contracted for during any work action or strike.

J. Contract Administration

1. Role of County Staff: Project Manager

A representative from Programs Development Division, Transit Operations Section, will be designated as Project Manager over Park-and Ride Lots related to the services under this Contract. The County does not anticipate assigning any County employees to the Contractor on a full-time basis. However, County personnel will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Director shall prevail.

2. Role of Contractor's Staff: Account Executive

The Contractor shall assign an account executive to Public Works' account who shall be responsible at all times for the supervision of said personnel and who shall be the liaison between the Contractor and the Project Manager. The Contractor's on-site supervisor may not be designated the account executive.

3. Contract Director

The Contractor shall provide the name of the Contract Director who is responsible for all Public Works Park-and-Ride Lots. The Contractor shall provide a telephone number(s) where Contract Director may be reached on a 24-hour-per-day, year-round basis. The Contract Director shall be the sole contact for Public Works. If the Contract Director is not available at the time of a call, he/she shall return the call on the same day that it is received, prior to 6 p.m., Monday through Thursday.

The Contract Director shall provide overall management and coordination of this Contract, including questions that may arise regarding invoicing, security officer attendance, claims, and all other issues that may come up at the Park-and-Ride Lots.

The Contract Director or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.

The Contract Director shall have demonstrated previous experience in the management and operation of security services. The Contract Director and any alternate shall be able to read, write, speak, and understand English.

4. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

K. Definitions

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 these Specifications the following terms are used, the intent and meaning will be interpreted as follows:

Acceptable Quality Level (AQL): A measure to express the allowable leeway or variance from contract standard, above which the County will reject a specified service. An AQL does not imply that the Contractor may knowingly perform in a defective way. It implies that the County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in the Performance Requirements Summary (Exhibit A5), a Contract Discrepancy Report (Exhibit A1) will be issued and financial adjustments and/or other action, as identified in the Performance Requirements Summary imposed. Additionally, wherever possible, the Contractor shall re-perform all defective work to correct the identified defect(s).

Contract Discrepancy Report: A written document prepared by the Project Manager to identify specific failures of the Contractor to meet contract standards (Exhibit A1).

Incident: Incident is any occurrence that involves a security officer's written report.

High frequency	-	over 3 incidents per week
Medium frequency	-	2 - 3 incidents per week
Low frequency	-	0 - 1 incident per week

Performance Indicators: Characteristics which can be identified objectively to establish the performance of activities and services to the required standards (see Exhibit A5).

Performance Requirements Summary: The document furnished by the County which identifies key performance indicators of the Contract that will be evaluated by the County to assure that contract performance standards are met by the Contractor (Exhibit A5).

Pre-Award Survey: The Pre-Award Survey is a method used by County to determine whether the Contractor can responsibly perform the Statement of Work. The County must be assured that the contract is awarded to a qualified proposer who has the financial and technical ability to perform the contract.

Contract Director: That person designated by the Contractor to administer the contract operations after its award by the County.

Quality Assurance Evaluator (QAE): The Project Manager will be responsible for the County's surveillance of the contract performance.

Quality Assurance Surveillance Plan: The plan developed by the County, specifically for the contract, to monitor the Contractor's compliance.

Quality Control Program: This term shall mean all necessary measures taken by the Contractor to assure that the quality of an end product or service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Work Statement.

Random Sample: A sampling method where each service output has an equal chance of being selected.

Standard: Minimum requirements set by the County for performing service or activity.

Supervisor: Person or persons employed by Contractor to ensure that tasks specified in the contract are performed according to the standards set forth in the contract.

The Supervisor makes inspections, answers questions, resolves problems, and responds to emergencies and approves all Contractor's arrests at Public Works facilities.

Interpretation of Terms: Should there appear to 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 and the Director's decision there will be final and conclusive.

L. County-Furnished Items

The County will furnish without cost to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:

1. Beat Instruction Books

The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, special instructions concerning the particular assignment, etc. The officer's performance on assignment shall conform to these instructions in the Beat Instruction Books.

2. Security Facilities

The County will provide a security booth and porta-potty at each of the Park-and-Ride Lots for the Contractor's use. The Contractor; however, is prohibited from use of the security booth and Park-and-Ride Lots for the conduct of other business interests which are not related to, or required for the performance of this Contract.

3. Communications Equipment

In order to contact Public Works for emergencies, and to enable us to contact the officers to discuss problems at the Park-and-Ride Lots, the Contractor shall be required to provide communications between the Park-and-Ride Lots and Public Works Headquarters. As there are no standard 110V electrical outlets at the Park-and-Ride Lots, the Contractor shall provide an alternate method of communication, i.e., cellular phones, etc. Contractor

shall provide officers the proper training and manuals at Contractor's cost for any communications equipment provided.

4. Equipment Inventory

Prior to the Contract start-up, the Contractor and Project Manager shall prepare an equipment inventory (Exhibit A3) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by Quality Assurance Evaluator and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit A1) shall be issued. The Contractor shall bring equipment up to a reasonable standard within the time limits set by the Public Works.

5. Equipment/Facilities Alterations

The Contractor shall not make any alterations to the equipment and/or facilities except with the written permission of the Project Manager.

6. Replacement

The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse County, at current market rates, for all equipment that is lost, stolen or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

M. Contractor-Furnished Items

1. Uniform Requirements

a. The County will not furnish uniforms. The uniforms worn by the Contractor's officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:

(1) Trousers/skirt
(2) Shirt/blouse
(3) Belt - solid black
(4) Tie - solid black
(5) Tie bar

(6) Socks - solid black
(7) Shoes - solid black
(8) Shoulder patches
(9) Hats and/or caps

b. The Contractor shall provide its own badges and shoulder patches which shall be in full compliance with all requirements of the Los Angeles County Code.

2. Working Materials

The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items such as staplers, staples, paper clips and other supplies. These materials shall be supplied by the Contractor at no expense to the County. All materials required to perform this Contract and not otherwise mentioned as being provided by the County shall be provided by the Contractor at its expense.

3. Equipment

a. All equipment provided by either party shall at all times be kept clean, well prepared, and up to Contract standards by the Contractor to the satisfaction of the County.

b. Officers shall be equipped with the following items, which will not be furnished, maintained or paid for by the County:

(1) Sam Brown belt
(2) Handcuff case
(3) Four keepers
(4) Key snap
(5) One heavy-duty, 3- or 5-cell flashlight
(6) One set of handcuffs, plus female key
(7) Badge
(8) Name tag
(9) Baton ring
(10) One baton
(11) Rain gear (as needed)

4. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of the Contractor's employees wear this identification badge while working at the Park-and-Ride Lots. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

N. Specific Tasks

1. The following lists include, but does not limit tasks that are expected of the Contractor.

2. Officer Tasks

a. The following is a list that includes, but is not limited to tasks that are expected of an officer. The officer shall:

(1) Report to work on time.

(2) Be courteous.

(3) Maintain good personal appearance.

(4) Maintain good uniform appearance.

(5) Monitor parking as directed.

(6) Patrol the Park-and-Ride Lots for the purpose of detecting and reporting to local authorities any individual or group who is committing acts which are injurious to others or to property.

(7) Immediately report to local authorities any injurious acts.

(8) Report to local authorities any individual who possesses a weapon on the property.

(9) Allow local authorities to detain individuals for further investigation or arrest where circumstances and conditions warrant such action.

(10) Close and lock gates as directed.

(11) Reduce and/or turn off facility lighting as required.

(12) Unlock gates.

(13) Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.

(14) Respond to reports of ill or injured persons, render first aid and CPR, and notify supervisor if further assistance is considered necessary or desirable.

(15) Immediately relay reports of bomb threats to the Project Manager.

(16) Participate in bomb searches organized by the security unit or other law enforcement agency personnel.

(17) Report malfunctioning equipment, liquid spills, and other such matters to the Project Manager.

(18) Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses and suspects to ascertain or verify facts.

(19) Request local authorities to pursue, apprehend and detain persons suspected of damaging County property and/or injuring County employees or visitors to Department facilities.

(20) **DELETED**

(21) Operate a bicycle, motor cart, or automobile where directed.

(22) Knowledge in the care and use of a side-handled baton.

(23) Knowledge of self-defense and restraint procedures.

(24) Communicate effectively with individuals and the general public.

(25) React quickly, take command of an emergency situation.

(26) Use good judgment and discretion in handling the unruly or trespassing public.

(27) Remember facts and details concerning specific situations.

(28) Write incident reports.

(29) Complete nonemployee injury reports.

(30) Maintain logs and reports.

(31) Provide escort services.

(32) Assist other officers.

(33) Hold over at the facility until properly relieved.

(34) Be required to take primary photographs.

(35) Not allow their cards, certifications, and licenses to expire.

(36) Prevent loitering.

(37) Prevent solicitation.

(38) Report overnight camper/trailer parking.

(39) Report cars parked over 72 hours (for towing).

(40) Prevent catering trucks within the Park-and-Ride Lots.

(41) Ensure vehicles are parked in the designated parking areas.

b. Public Works may ask the officer to disseminate information, including but not limited to informational flyers and written warnings about parking practices. The officers shall not hand out any information not approved by Public Works. Phone books are provided at each security booth so the Officer may assist patrons in obtaining tow company phone numbers. The Officers shall not recommend one tow company over another.

O. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

1. Maintain the Quality Control Program.

2. Report to and meet with the Project Manager.

3. Respond to Contract Discrepancy Reports.

4. Establish, with the advice and consent of the Project Manager, contract policy and procedures.

5. Ensure sufficient availability of security officers to cover Public Works requirements.

P. Regulations and Forms

1. Regulations

The Contractor and the Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in California Penal Code Section 830.1 through 854. Additional laws include, but are not limited to the licensing of personnel.

For the purpose of this Contract, regulations include training as required under this Contract.

2. Forms

The following is a list of forms (see Exhibits A1 through A4) applicable to the security Statement of Work:

- Contract Discrepancy Report
- Notice of Proposed Payment Adjustment
- Equipment Damage and Loss Liability
- Statement of Loss of County Security Equipment

Q. Performance Requirements Summary

1. Exhibit A5 lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

2. Quality Assurance

a. Each month, the Contractor's performance will be compared to the Contract standards and acceptable quality levels (AQL's) using the Quality Assurance Surveillance Plan (QASP).

b. The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of surveillance that may be used are:

(1) Random sampling.

(2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.

(3) Customer complaints.

3. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the Project Manager during surveillance does not exceed the number of discrepancies allowed by the AQL.

When the Project Manager determines the performance is unacceptable, the Project Manager will initiate a Contract Discrepancy Report, which will explain in writing the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels, and how recurrence of the problem shall be prevented in the future. The Project Manager will evaluate the Contractor's explanation and determine if full payment or partial payment is applicable.

4. Unacceptable Performance

For services surveyed by sampling, the Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

5. Contractor Payment

For acceptable performance, the Contractor shall be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County will not pay the full percentage for that service. When performance does not conform with the requirements of this Contract, the County has the right to reduce the Contract price to reflect the reduced value of the service provided.

6. Adjustment for Deviation

The Performance Requirements Summary (Exhibit A5) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to the Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to the Contractor.

7. Notice of Adjustments

The Contractor will be given written notice of adjustments (Exhibit A2) and shall respond to said notice within five calendar days of receipt thereof. No response from the Contractor within this period, County will assume Contractor's concurrence.

R. Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract. The final decision as to suitability of officers and supervisors for employment rests with Public Works.

1. Background Information

Public Works is particularly concerned with an officer's background. This is due to the nature of the equipment, material, and personnel that the officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor prior to employment.

Discretion as to suitability for employment of officers or supervisors by the Contractor rests with the Director.

2. Background Investigations for Security Officers and Supervisors

Officers and supervisors shall be able to pass the Los Angeles County background investigation for contract security officers. The Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. The Sheriff's Department will be responsible for initiating the investigation process.

Officers and supervisors who have been involved in any of the following will not be accepted:

a. Any felony conviction.

b. Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.

c. Any military conduct that involved dishonorable discharge, bad conduct, an undesirable discharge, or general discharge involving drug abuse.

d. Any pattern of irresponsible behavior including, but not limited to an unreasonable driving or employment record.

3. Background Investigation by Contractor

The Contractor shall submit a resume to Public Works on each prospective officer and supervisor. The resume shall address the following:

a. General Information

The candidate's name, age, current address, security officer's classification, social security number, and date of birth.

b. Employment History

List candidate's present or last job first, then all jobs held and any period of unemployment in the last ten years. Also list security experience and include any interviews with employers in the last seven years.

c. Military Record

If relevant, all military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Where candidate does not possess a Selective Service Card or military discharge papers, explain why.

d. Criminal Record

Any criminal record of the candidate shall be shown.

4. Contractor's Experience

a. Contractor (Proposer) - Shall have a minimum of five years' experience in providing security services at facilities comparable in size and complexity to those outlined herein as of the date the Proposal is submitted.

b. Contract Director - Equivalent of four years' paid security management experience.

c. Supervisors - Equivalent of eight years' security supervisory experience.

d. Officers - Equivalent of two years' paid security experience.

S. Training

1. The Contractor shall present to the County, as part of the Proposal, a detailed plan of how training for supervisors and officers shall be accomplished.

2. Officers and supervisors shall possess:

a. Current State of California Guard Registration Card

b. Impact weapon (BATON) training certification as approved by B.S.I.S.

c. Current First Aid Certificate

d. Current Cardiopulmonary Resuscitation Certificate

e. Valid California Class "C" Driver's License

f. Social Security Card

3. Contractor personnel assigned to this Contract shall not allow their cards, certifications, and/or licenses to expire.

T. Minimum Age, Language Skills and Legal Status of Contractor Personnel at Facility

The Contractor shall not assign employees under the age of 18 to perform work for Public Works. All of the Contractor's employees working at Public Works facilities shall be able to read, write, speak, and understand English.

U. Hours and Days of Service

The Park-and-Ride Lots will require the Contractor to provide uniformed, unarmed, trained security officers at each location, Monday through Friday. The hours of service will vary per lot, as listed on Part I, Section 6, Schedule of Prices. At its own discretion, but in conformance with the County's Living Wage Program, the Contractor may provide security services using one or two shifts per day. However, the same officers shall be provided on a daily basis unless substitutes are needed due to absence or illness.

Security services shall not be required on the following major holidays:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day

V. Duration of Contract

This Contract's performance period shall commence on September 1, 2003, for a period of one year. At the discretion of the County, the Contract may be extended in increments of one year, not to exceed a total contract period

of three years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.

W. Special Safety Requirements

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

X. Public Safety

The Contractor shall be responsible for the fact that during work periods, hazards may exist for all people near and adjacent to the facility. It shall be the Contractor's responsibility to maintain security against such hazards at all times.

Y. 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 facility shall be subject to the approval of the Director.

Z. Responsibilities of the Contractor

1. Care and Protection of Facilities

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

2. 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.

year, not to exceed a total contract period of three years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.

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2. 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.

3. Permits/Licenses

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

4. Quality of Work

The Contractor shall provide the quality of services under this Contract, which are 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 in accordance with these Specifications.

5. Cooperation and Collateral Work

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

AA. Responsibilities of Public Works

The County will determine the need for, and provide, job site inspection.

BB. Transportation

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

CC. Project Safety Official

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

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

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

C. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder 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 the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Director or 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 written and oral representations. The County may make onsite inspections of Proposer's current jobs.

The County may, at its option, invite one or more Proposers to make a presentation or 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 non-responsive:

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

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.

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

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

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

j. One or more of Proposer's principals or key employees have five years' experience in providing security services at facilities comparable in size and complexity to those outlined herein as of the date of the proposal submission.

k. Proposer is properly licensed to perform the required work.

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

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

a. Proposed Price (40 points)

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

Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a Contract.

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

In addition, should one or more of the Proposer's 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 prices 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 all available information, including but not limited to direct communications by the County 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. Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, especially services provided to other County departments.

c. Experience (15 points)

The evaluators will score the Proposer's experience (including the experience of key employees and subcontractors, if any) in providing services of a nature and scope similar to those required. The evaluators will consider the Proposer's statement of experience; the resumes of the firm, key employees and subcontractors; and all other relevant information available. At a minimum the Proposer must demonstrate that one or more of Proposer's principals or key employees has five years' experience in providing security services at

facilities comparable in size and complexity to those described in the Scope of Work, Part I, Section 2. A score of zero in this evaluation category may result in rejection of the proposal.

d. Capability (10 points)

The Proposal may be submitted to Public Works financial staff for comments to assist the evaluators. The 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.

e. Work Plan (20)

The Proposer's written work plans will be scored on the extent to which they include detailed and thorough work methodology, personnel management, logistics, scheduling, and superior equipment inventories that are highly likely to be successful on this project. A higher score will be given to a work plan that:

- Describes the procedures, techniques, and methods that will be employed in meeting personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety communications, and quality control.
- Includes a statement as to how Proposer proposes to retain the standard of security performance through personnel retention.
- Includes methods Proposer will employ to ensure contract compliance with the training plan.
- Includes a statement detailing how Proposer intends to fulfill background investigation requirement.
- Provides experienced security officers to fulfill this Contract.
- Provides how additional coverage at existing facilities and new facilities will be done.

- Includes the color of Proposer's firm's uniforms.
- Includes a copy of Proposer's State security license.
- Includes what the expected yearly turnover rate will be on this Contract and how Proposer plans to keep at expressed rate.
- Provides a brief description of the security plan and how security will be provided at each facility.
- Submits a work plan which ensures the officer's ability to quickly contact Local Emergency Agencies.
- Includes a copy of the mandatory quality control plan.

A score of zero in this evaluation category may be assigned for failure to include any mandatory element (Part I, Section 1.C:5, Work Plan). A score of zero 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. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated

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

D. 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 Leticia Gordo, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

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

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

   e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-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 other- wise 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 (can be met by a combination of primary and excess insurance coverage):

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

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." (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.

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

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

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

F. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the County. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, for completion of work the Contractor shall pay to Public Works, or have withheld from monies due it, the sum of $100, unless otherwise provided in these Specifications.

Execution of this Contract shall constitute agreement by the County and Contractor that $100 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

SECTION 5

METHOD OF PAYMENT

A. Payment

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

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

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

SECTION 6

SCHEDULE OF PRICES
FOR
SECURITY SERVICES - PARK AND RIDE

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 Public Works.

Via Verde

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 Days/Wk 6 am - 7 pm	(5x13x52) - (78) = 3302	$12.00	41275.00

VIA VERDE SUBTOTAL $ 41275.00

Fairplex (Ganesha Park)

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 Days/Wk 6 am - 7 pm	(5x13x52) - (78) = 3302	$12.50	41275.00

FAIRPLEX SUBTOTAL $ 41275.00

Ventura

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 Days/Wk 6 am - 6 pm	(5x12x52) - (72) = 3048	$12.50	38100.00

VENTURA SUBTOTAL $ 38100.00

Acton

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 Days/Wk 4 am - 10:30 pm	(5x18.5x52) - (108) = 4702	$12.50	58775.00

ACTON SUBTOTAL $ 58775.00

TOTAL PROPOSED ANNUAL PRICE $ 179,425.00

*All inclusive costs (includes overtime, holidays, administrative costs, salary, and employee benefits, equipment, training, uniforms, etc.)

INTERNATIONAL SERVICES, INC.
Legal Name of Proposer (Print)

Signature | 3/11/03 Date | PP11025 Required License Number

3177 W. 242nd St., Ste. 205, Torrance, CA 90505
Address, City, State, Zip

310-791-5015
Telephone

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

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

B. Withdrawal of Proposals

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

C. Invalid Proposals

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

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

D. Altering Solicitation Document

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

E. Term of Proposals

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

F. Acceptance or Rejection of Proposals

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

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

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

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

G. Qualification of Proposer

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

H. Proposer's Safety Record

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

I. Proposer's License Requirements

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

J. Wages, Materials, and Other Costs

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

K. Qualifications of Subcontractors

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

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

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

N. Proposal Prices and Agreement of Figures

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

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

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

O. Disclosure of Contents of Proposals

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

P. Gratuities

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

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

Q. Determination of Proposer Responsibility

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

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

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

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

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

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

R. <u>Proposer Debarment</u>

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar

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

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

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

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

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

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

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

B. Equipment, Labor, Supervision, and Materials

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

C. Permits/Licenses

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

D. Quality of Work

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

E. Cooperation and Collateral Work

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

F. Authority of Public Works and Inspection

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

Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

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

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

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

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

H. Gratuitous Work

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

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

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

J. Safety Requirements

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

K. Public Safety

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

L. Confidentiality

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

M. Quantities of Work

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

N. Work Area Controls

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

O. Transportation

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

P. Storage of Material and Equipment

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

Q. County's Quality Assurance Plan

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

R. County's Policy on Child Support Laws

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

S. Job Site Safety

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

T. Recycled-Content Paper Products

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

U. Contractor Responsibility and Debarment

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

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County

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

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

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

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

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

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

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury

Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

2. Written Employee Jury Service Policy

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

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

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

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

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

W. Local Business Enterprise Preference Program.

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

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

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

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

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

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

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

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

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

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

B. Labor

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

C. Public Convenience

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

D. Subcontractors

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

E. Cooperation

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

F. Delegation and Assignment

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

G. Subcontracting

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

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

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

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

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

H. Overtime

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

I. Child Support Compliance Program

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

J. Prohibition Against Use of Child Labor

The Contractor shall:

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

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

personal property Contractor sells or supplies to County; and,

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

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

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

K. Consideration of Hiring GAIN Employees

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

L. Notice to Employees Regarding the Federal Earned Income Credit

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

M. Right of First Refusal for Employment Openings

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

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

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

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

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

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

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

B. Convenience

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

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

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

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

C. Termination for Noncompliance with Child Support Requirements

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

D. Termination Claim

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

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

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

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

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

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

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

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

B. Nondiscrimination in Employment

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

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

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

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

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

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

C. Assignment

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

D. Assurance of Compliance with Civil Rights Laws

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

E. Compliance with Laws

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

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

F. Covenant Against Contingent Fees

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

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

G. Governing Laws

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

H. Termination for Improper Consideration

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

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

I. Notice of Delays

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

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

J. Record Retention and Inspection

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

K. Validity

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

L. Waiver

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

M. Default for Insolvency

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

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

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

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

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

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

N. Default

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

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

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

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

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

   Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond

the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

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

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

O. Disclosure of Information

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

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

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

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

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

P. Notification

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

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

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

ATTACHMENTS

* AFFIDAVIT FOR PARTNERSHIP PROPOSAL

* AFFIDAVIT FOR CORPORATION PROPOSER

* AFFIDAVIT FOR INDIVIDUAL PROPOSER

* AFFIDAVIT FOR JOINT VENTURE

** BIDDER'S PROPOSAL

** CONTRACTOR'S INDUSTRIAL SAFETY RECORD

** CERTIFICATE CONFLICT OF INTEREST

** PROPOSER'S REFERENCE LIST

** PROPOSER'S/OFFEROR'S EEO CERTIFICATION

** LIST OF SUBCONTRACTORS

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

** GAIN/GROW EMPLOYMENT COMMITMENT

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

** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

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

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015

COUNTY VISION STATEMENT

DEBARRED VENDORS REPORT

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

EXHIBITS

EXHIBIT A1	CONTRACT DISCREPANCY REPORT
EXHIBIT A2	NOTICE OF PROPOSED PAYMENT ADJUSTMENT
EXHIBIT A3	EQUIPMENT DAMAGE AND LOSS LIABILITY
EXHIBIT A4	STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT
EXHIBIT A5	PERFORMANCE REQUIREMENTS STANDARDS
EXHIBIT A6	LOT USAGE REPORT
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 FACT SHEET (ENGLISH AND SPANISH)

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

** Exhibits to be submitted with Proposal.