County of Los Angeles
INTERNAL SERVICES DEPARTMENT
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Los Angeles, California 90063

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"To enrich lives through effective and caring service"

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
21 January 10, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

January 10, 2012

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

Dear Supervisors:

AWARD OF VEHICLE AND VEHICLE-RELATED EQUIPMENT AUCTION SERVICES CONTRACT (ALL DISTRICTS – 3 VOTES)

SUBJECT

Approval of a vehicle and vehicle-related equipment auction services contract for use by various County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached contract (Attachment 1) with CHP Enterprises, Inc. d.b.a. Ken Porter Auctions (Ken Porter Auctions) to provide vehicle and vehicle-related equipment auction services effective February 8, 2012, for a period of three (3) years, with two (2) one-year extensions and six (6) month-to-month extensions.

2. Authorize the Director, Internal Services Department (ISD), or his designee to exercise the renewal options and month-to-month extensions in accordance with the attached contract.

3. Delegate authority to the Director of ISD, or his designee, to execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's surplus fleet vehicles and vehicle-related equipment are currently disposed of through the public auction process provided under a contract administered by the Internal Services Department (ISD). The contract is with an auction company and the County receives the sales

revenue plus a percentage of the buyer's premium as described below. The existing contract expires on February 7, 2012, and the recommended action will ensure that auction services continue with no lapse in service. The new contract will continue to be managed by ISD and made available for use by all County departments.

County departments have a wide range of surplus vehicles and vehicle-related equipment which require disposal, including but not limited to, passenger cars, trucks, trailers, construction equipment and other automotive vehicles. Specialty type vehicles such as fire trucks and buses can also be auctioned under this contract. Approval of the recommended contract will ensure County departments continue to have the opportunity to generate revenue through the timely sale of surplus vehicles and vehicle related equipment.

Implementation of Strategic Plan Goals

The recommended contract supports the County's Strategic Plan Goals No. 1 (Operational Effectiveness) by providing centralized contracts that provide auction services countywide.

FISCAL IMPACT/FINANCING

Revenue is dependent upon the volume of vehicles and vehicle-related equipment to be auctioned. Over the last five fiscal years, the County received vehicle auction sales revenue averaging $1.46 million per year. Each department receives revenue based on its vehicles and vehicle-related equipment that are sold.

Under the proposed contract, the County will receive 100% of the sales revenue. The recommended contractor will recover their cost by charging the purchaser a buyer's premium of 10% of the sales price. Ken Porter Auctions will retain 92.5% of the buyer's premium and will rebate 7.5% of the buyer's premium to the County. Additionally, Ken Porter will not charge the County for incidental services which increase the sales value of a vehicle, such as removal of light bars, decals, etc. or minor repairs that increase sales value.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Code (Chapters 2.81.910 and 2.122.080) authorizes the Director, ISD to dispose of surplus County property. The proposed Contract will be awarded under this authority effective February 8, 2012 for a period of three (3) years, with two (2) one-year extensions and six (6) month-to-month extensions. The Contract does not allow for a cost of living adjustment.

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

This not a Proposition A agreement and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under this contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", because of the specialized training needed to perform the work.

CONTRACTING PROCESS

On June 28, 2011, ISD released a Request for Proposals (RFP) for vehicle and vehicle-related equipment auction services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 2). Notice of the RFP was also sent by electronic mail to 27 vendors registered with the County (Attachment 3).

Five proposals were received on August 9, 2011 and were reviewed for compliance with the minimum requirements criteria stated in the RFP. Four of the five proposals were determined to be in compliance with the minimum requirements criteria. A committee evaluated the proposals in accordance with the evaluation process identified in the RFP. The non-selected proposers received debriefings on October 5 and 6, 2011, respectively.

A summary of Community Business Enterprise Program information for the recommended vendor is attached (Attachment 4). On final analysis, selections were made without regard to gender, race, creed, or color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will ensure the County can continue to dispose of surplus vehicles and vehicle-related equipment through auctions and receive the revenue associated with sales.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to ISD as well as two original signed contracts.

Respectfully submitted,

Tom Tindall

TOM TINDALL
Director

TT:JS:YY

Enclosures

c: Chief Executive Officer
County Counsel

ATTACHMENT 1

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CHP ENTERPRISES, INC. d.b.a.

KEN PORTER AUCTIONS

FOR

VEHICLE AND VEHICLE-RELATED EQUIPMENT

AUCTION SERVICES

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CONTRACT PROVISIONS
VEHICLE AND VEHICLE RELATED EQUIPMENT AUCTION SERVICES

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I Defaulted Property Tax Reduction Program

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CHP ENTERPRISES, INC. d.b.a.
KEN PORTER AUCTIONS
FOR
VEHICLE AND VEHICLE-RELATED EQUIPMENT
AUCTION SERVICES

This Contract and Exhibits made and entered into by and between the County of Los Angeles, a political subdivision of the State of California ("County") and CHP Enterprises, Inc. d.b.a Ken Porter Auctions, a California corporation, with reference to the following facts.

RECITALS

WHEREAS, the County may contract with private businesses for Vehicle and Vehicle-related Equipment Auction Services when certain requirements are met; and

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WHEREAS, the Contractor is a private firm specializing in providing Vehicle and Vehicle-related Equipment Auction Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A Statement of Work

1.2 Exhibit B Pricing Schedule

1.3 Exhibit C Contractor's EEO Certification

1.4 Exhibit D County's Administration

1.5 Exhibit E Contractor's Administration

1.6 Exhibit F Contractor's Acknowledgement & Confidentiality Agreement

1.7 Exhibit G Jury Service Ordinance

1.8 Exhibit H Safely Surrendered Baby Law

1.9 Exhibit I Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Buyer's Premium**: A percentage added to the Sale Price of all items purchased at auctions and paid by the buyer.

2.2 **Commission**: A percentage of the Total Gross Sales retained by Contractor for County vehicles and/or vehicle-related equipment sold.

2.3 **Contract**: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A - Statement of Work.

2.4 **Contractor**: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.5 **Contractor Project Manager**: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.6 **County Project Manager (CPM)**: The individual designated by the County to perform the day to day responsibilities specified in Sub-paragraph 6.2.

2.7 **Day(s)**: Calendar day(s) unless otherwise specified.

2.8 **Department Head**: The Director of County's Internal Services Department.

2.9 **Departmental Surplus Vehicle Coordinator (DSVC)**: This shall be defined in accordance with Sub-paragraph 6.3

2.10 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.11 **Incidental Services**: County approved repairs, parts, and services including, but not limited to, removing decals, bumper stickers, any identifiers of Los Angeles County, and painting over the area, removing light bars, replacing batteries, performing smog tests, providing and placing display signs on vehicles, mechanical repairs, replacement parts associated with mechanical repairs, and other charges as pre-approved by County.

2.12 **ISD**: Internal Services Department.

2.13 **Net Sales Proceeds**: Total Gross Sales less Commission and any charges for Incidental Services.

2.14 **Sale Price**: The purchase amount of a County vehicle and/or vehicle-related equipment prior to adding the Buyer's Premium.

2.15 **Total Gross Sales**: Sale Price including Buyer's Premium collected at auction by Contractor from buyers for County vehicles and/or vehicle-related equipment sold.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing on February 8, 2012 following execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County's Director of ISD or designee.

4.3 The Contractor shall notify ISD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this

event, the Contractor shall send written notification to ISD at the address herein provided in Exhibit D - County's Administration.

5.0 PAYMENT ARRANGEMENTS AND REIMBURSEMENT

5.1 The Contractor shall not retain a Commission Rate on any sold items as provided in Exhibit B (Pricing Sheet).

5.2 The Contractor shall be entitled to add a Buyer's Premium, not to exceed ten percent (10%) of the Sale Price of all items sold at auctions as provided in Exhibit B (Pricing Sheet). Of the Buyer's Premium, Contractor shall retain 92.5% and rebate to the County 7.5%.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 Reimbursement to County

5.4.1 Contractor shall remit to the County Net Sale Proceeds which is determined as follows: Total Gross Sales less Commission and additional County approved repairs, parts, and services, if any.

5.4.2 Contractor shall provide to the CPM or designee applicable DSVC all items and documents identified in SOW, Section 7.2 within 6 (six) business days of each auction in which County vehicles and/or vehicle-related equipment were sold.

5.4.3 <u>Timely Reimbursement</u>:

- Contractor shall reimburse and provide payment and documentation to CPM, unless Contractor is otherwise instructed by the CPM, within six (6) business days of close of each auction. Failure of Contractor to provide timely payment to County shall cause an assessment of the fee specified in Exhibit A - Statement of Work, Exhibit 2 (Performance Requirements Summary (PRS) Chart).

5.5 Additional County Approved Repairs, Parts, and Services

5.5.1 Prior to the auction, Contractor shall notify CPM of any proposed repairs, parts, and additional services for vehicles and/or vehicle-related equipment to be sold. CPM will review and approve/disapprove such repairs, parts, and additional services in writing. For County approved repairs, parts, and additional services only, Contractor shall make such repairs to vehicle, prior to the auction at which the vehicle and/or vehicle-related equipment is to be sold. Contractor shall deduct the cost associated with such County approved repairs, parts, and additional services from the Total Gross Sale amount of such vehicle and/or vehicle-related equipment. The Contractor's prices for such repairs, parts, and additional services shall be as provided in Exhibit B (Pricing

Sheet) and the Contractor shall be paid only for the tasks, goods, and services, approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 CPM will review and approve/disapprove repair work or replacement parts requested by the County. Contractor shall provide to CPM a written estimate and justification of repairs or replacement parts. Contractor's written estimate shall be sent via email, fax, or hand delivered. Contractor shall be notified and paid only for the tasks, goods, and services, approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.3 If said vehicle and/or equipment are removed from the auction facility, Contractor will be reimbursed for actual cost incurred in transportation of said vehicle and/or equipment to/from Contractor's facility. The cost shall be deducted from County's net proceeds.

5.6 Fee for Late Reimbursement to County

In addition to the Net Sales Proceeds owed to the County, pursuant to Sub-paragraph 5.4 of this contract, a fee shall be assessed to Contractor for untimely reimbursement to County of Net Sales Proceeds, pursuant to Sub-paragraph 5.4.3 of this Contract and as set forth in Exhibit A - Statement of Work, Exhibit 2 (PRS Chart).

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A list of County Administration referenced in the following sub-paragraphs is set forth in Exhibit D - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- amending the terms and conditions of this Contract in accordance with Sub-paragraph 8.1 - Amendments; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROJECT MANAGER

Responsibilities of the County's Project Manager (CPM) include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract, and is not authorized to further obligate County in any respect whatsoever.

6.3 DEPARTMENTAL SURPLUS VEHICLE COORDINATOR

The Departmental Surplus Vehicle Coordinator (DSVC) is the individual responsible for coordinating the surplus vehicle auction needs of his/her respective County Department, and the scope of services authorized by this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with CPM on a regular basis.

7.1.3 Contractor's Project Manager, or designated alternate, shall have full authority to act for Contractor on all Contract matters relating to the daily operation of the Contract.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract, and the Contractor shall immediately remove that person. County will not provide to Contractor, nor to Contractor's staff, any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County, or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of Exhibit F - Contractor Acknowledgement & Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an

Amendment shall be prepared and executed by the Contractor and by County's Director of ISD or designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County's Director of ISD or designee.

8.1.3 The County's Director of ISD or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by County's Project Director or designee.

8.2 ASSIGNMENT AND DELEGATION

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

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

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

against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**

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, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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.
2. For purposes of this sub-paragraph, "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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the

Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

2. 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 shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the

debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation

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

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.23 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions

exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department
Contracting Division/Contracts Section
1100 N. Eastern Ave.
Los Angeles, CA 90063

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may

constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Garage Insurance** (written on ISO form CA 00 05 or its equivalent) including coverage with limits of not less than the following:

A. Garage Operations – Liability Other than Covered Autos:

General Aggregate	$4 million
Products/Completed Operations	$2 million
Personal and Advertising Injury	$1 million
Per Accident	$2 million
Fire Legal Liability	$100,000

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned," and "hired" vehicles, or coverage for "any auto," with limits not less than $1 million each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include In Transit, Comprehensive and Collision coverage, with limits not less than $150,000 per vehicle.

Such insurance also shall apply to mobile equipment entrusted to Contractor under the terms of this Contract, with limits of not less than $100,000 per piece of equipment.

8.25.2 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.3 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $500,000 per claim and $1 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4 **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than five hundred thousand dollars ($500,000) per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations

assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may assess the fee specified in Exhibit A – Statement of Work, Exhibit 2 - Performance Requirements Summary (PRS) Chart. A description of the work not performed and the amount to be assessed against the Contractor by the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in Exhibit A – Statement of Work, Exhibit 2 - Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

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

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

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

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws

or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to

the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial

advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the

sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' 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 on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

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

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

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees,

agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Department
Contracting Division/Contracts Section
1100 N. Eastern Ave.
Los Angeles, CA 90063

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its 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 limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the

same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the 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 the 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, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The 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 (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 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.

9.2.2 The 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.

9.2.3 The 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.

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 INTENTIONALLY OMITTED

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

CHP ENTERPRISES, INC. d.b.a. KEN PORTER AUCTIONS

By _____

RAYMOND CLARKE
Name

PRESIDENT
Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

77720

ATTEST:

Sachi Hamai
Executive Officer-Clerk
of the Board of Supervisors

By LaChelle Smitherman
DEPUTY JAN 10 2012

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy JAN 10 2012

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 JAN 10 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Contractor shall provide all personnel, advertising and services required for conducting public auctions at Contractor's facilities or other facilities specified by the County for County's surplus vehicles and/or vehicle-related equipment.

1.2 The intent is to maximize the return of funds to County through public sales of surplus passenger cars, trucks, trailers, construction equipment, and other automotive vehicles and/or vehicle-related equipment.

2.0 DEFINITIONS

2.1 **As Is**: Denotes that the seller is selling, and the buyer is buying an item in whatever condition it presently exists, and that the buyer is accepting the item "with all faults", whether or not immediately apparent.

2.2 **Dealer**: A vehicle dealer possessing a Vehicle Dealer License issued by the California Department of Motor Vehicles (DMV).

2.3 **Demand Title**: Allows the buyer to demand title (pink slip) on the day of the auction and transfers the responsibility of registering title of the vehicle and/or vehicle-related equipment to buyer with the California Department of Motor Vehicles (DMV).

2.4 **Dismantler**: A vehicle dismantler possessing a Vehicle Dismantler License issued by the California Department of Motor Vehicles (DMV).

2.5 **Minimum Acceptable Price (MAP)**: Amount determined by County Project Manager. This is the least amount County will accept for a given item(s).

2.6 **Performance Requirements Summary (PRS) Chart**: Lists required services that will be monitored by the County during the term of this Contract which also indicates the methods of monitoring and the deductions/fees to be assessed for each service that is not satisfactory.

3.0 CONTRACTOR'S FACILITY

3.1 Contractor shall have an auction facility within a twenty (20) mile radius of the geographical boundaries of the County of Los Angeles.

3.2 Contractor's auction facility shall hold a minimum of two hundred (200) County vehicles at each auction.

3.3 Contractor's auction facility shall have sufficient parking and on-site restroom facilities to accommodate customers and comply with the provisions of the Americans with Disabilities Act.

3.4 Contractor shall provide storage space at Contractor's facility at no cost to County, until vehicles and/or vehicle related-equipment is sold and picked up by buyer. Contractor's storage space shall have at least fifteen (15) storage spaces for County's large trucks and oversized vehicle-related equipment, and additional inside secured storage for at least five (5) vehicles and/or vehicle-related equipment.

3.5 Auction facility shall be available for inspection by County personnel.

3.6 Contractor shall be responsible for providing for the security of all vehicles, vehicle-related equipment, and money from sales. Contractor's facility shall have a security system which includes, but is not limited to, security guards and an alarm system, to ensure the safety of County Vehicles held at Contractor's Facilities from theft, unauthorized access, and other threats.

3.7 Contractor shall conduct vehicle and/or vehicle-related equipment auctions at the same facility unless otherwise specified by the County Project Manager (CPM) or applicable Departmental Surplus Vehicle Coordinator (DSVC) upon mutual written agreement. Contractor may not store vehicles and/or vehicle-related equipment at a location(s) other than Contractor's facility unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement. All County vehicles and/or vehicle-related equipment in a given auction shall be displayed and sold at the same facility.

3.8 Contractor shall provide access at any time to authorized County employees to the secured storage area and to Contractor's auctions to monitor and record bid prices.

3.9 Contractor may dispose of vehicles and/or vehicle-related equipment not sold through public auction by other means upon mutual written agreement with the CPM or applicable DSVC. Contractor shall dispose of vehicles powered by diesel or bio-diesel fuel in compliance with CCR Title 13, Section 2022, all its subsections, and any other applicable rules and regulations.

4.0 TRANSPORTATION TO CONTRACTOR FACILITIES

4.1 Contractor shall be responsible for the safe transportation and the secure storage of all County vehicles and/or vehicle-related equipment released for auction. Upon initial notification by County, Contractor shall pick up and transport all vehicles and/or vehicle-related equipment that are scheduled to be sold within three (3) business days. Contractor shall sign an acknowledgement verifying receipt of vehicles and/or vehicle-related equipment released by County. Contractor shall notify the CPM or applicable DSVC the day before scheduled pickup.

4.2 Contractor shall not drive or intend to drive any of the County vehicles, whether they operate or non-operate unless otherwise directed by the CPM or applicable DSVC upon mutual agreement in writing. Failure of Contractor to abide to the

requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

4.3 In the event a vehicle and/or vehicle-related equipment is lost, stolen, or damaged while being transported by Contractor to Contractor's site, Contractor shall pay County for the appraised value or MAP of the vehicle and/or vehicle-related equipment, whichever is higher. Contractor shall make payment to County within thirty (30) days of the loss. County shall estimate the value of any items, other than vehicles and/or vehicle-related equipment, that are lost, stolen or damaged while being transported by Contractor to Contractor's site. Contractor shall make payment to County within thirty (30) days of notice by County of the final estimated cost.

5.0 PRE-AUCTION PREPARATION

5.1 Contractor shall have a computer terminal that is connected to the Department of Motor Vehicles (DMV) database with access to check registration, Vehicle Identification Number (VIN), and provide DMV title search, as required.

5.2 Contractor shall turn in any articles found in vehicles and/or vehicle-related equipment within five (5) business days of receipt to the CPM or applicable DSVC with a written report identifying item found and returned to County.

5.3 Repairs or Replacements:

5.3.1 Repair or replacements for damages made by Contractor employees or subcontractor's employees while in Contractor's possession shall:

- Be completed at the sole cost of Contractor.
- Obtain prior approval by the CPM or applicable DSVC.
- Be completed within the time frame specified by County.

In the event of a dispute on repair or replacement between applicable DSVC and Contractor, the matter shall be referred to the CPM or designee, who shall be the final authority. If CPM determines Contractor has failed to properly repair or replace damaged vehicles and/or vehicle-related equipment, County will invoice Contractor for all damages incurred as determined by County. Contractor shall make payment within thirty (30) days of invoice.

5.3.2 Repairs or replacements requested by County:

- Contractor shall provide to CPM or applicable DSVC a written estimate and justification of repairs or replacement parts via e-mail, fax, or in person. Justification for repairs or replacement may include the ability to pass smog inspection, correcting a no start condition, or fixing a flat tire, etc.
- Contractor shall obtain prior approval from the CPM or applicable DSVC. If the County does not approve work in writing, no payment shall be payable to the Contractor for that work.

- Repairs or replacements shall be performed at the hourly rates as specified in Exhibit B - Pricing Sheet, of the Contract. Contractor's mechanical repair labor rate billed to County shall not exceed the Motor Parts and Time Guide allowance issued by MOTOR Information Systems. Replacement parts, if applicable, shall be billed at Contractor's retail price plus percentage indicated in Exhibit B - Pricing Sheet of the Contract. Repair work or replacement parts, if requested by County, shall meet or exceed Original Equipment Manufacturers (OEM) specifications.
- Shall be completed within three (3) business days of County's request unless additional time is approved by the CPM or applicable DSVC.

5.3.3 Review and Approval of Completed Repairs or Replacements:

- All completed repairs and replacements shall be reviewed and approved/disapproved by the CPM or applicable DSVC.
- In the event of a dispute on repair or replacement between applicable DSVC and Contractor, the matter shall be referred to the CPM or designee. If matter is still not resolved, dispute shall be escalated to the County Project Director, who shall be the final authority.
- If CPM determines Contractor has failed to properly repair or replace damaged vehicles and/or vehicle related equipment, County may have a third party repair such vehicle and invoice Contractor for all cost incurred by County.

Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

5.4 Safety Inspection:

- Contractor shall provide safety inspections pursuant to the California Vehicle Code.
- Contractor shall notify in writing the CPM or applicable DSVC if a vehicle does not pass the safety inspection. Contractor shall provide the CPM or applicable DSVC with a copy of safety inspection results and an estimated cost of repair in order for the vehicle to pass safety inspections. The CPM or applicable DSVC, may at his/her option, have Contractor repair the vehicle or authorize the sale of vehicle with a Bill of Sale and without a title.

Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

5.5 Smog Certification:

- Contractor shall provide smog certificates or other certifications required by federal, state or local laws, rules, regulations and ordinances. The cost for such service shall be set forth in Exhibit B - Pricing Sheet of the Contract.

- Contractor shall notify in writing the CPM or applicable DSVC if a vehicle does not pass the smog test. Contractor shall provide the CPM or applicable DSVC with copy of smog check results and an estimated cost of repair in order for the vehicle to pass the smog test. The CPM or applicable DSVC, may at his/her option, have Contractor repair the vehicle or authorize the sale of vehicle with a Bill of Sale and without a title.

Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

5.6 County vehicles that had problems identified during the safety inspection do not pass the smog test or and were not repaired, are considered wrecked, salvaged, or rebuilt. They are to be sold As Is with a Bill of Sale and without a Title. They shall only be sold to a licensed dismantler or to a licensed dealer with prior approval from CPM or applicable DSVC. Contractor shall clearly label and identify such vehicles with signs in the windows. Contractor shall advise bidders of the above condition prior to accepting bids.

5.7 Vehicle Preparation:

5.7.1 The vehicle shall be painted or partially painted by the seller so as to not resemble a law enforcement vehicle in accordance with California Vehicle Code Section 27604, unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.

5.7.2 Contractor shall notify the CPM or applicable DSVC in writing within three (3) business days if items containing County license plates, light bars, and seals or identification markings are delivered to Contractor.

Contractor may be required to prepare vehicles and/or vehicle-related equipment for auction at County's discretion. The preparation may include, but may not be limited to the services below. The cost for such services shall be set forth in Exhibit B - Pricing Sheet of the Contract. The County may request services other than those listed herein. Prices for any such services shall be mutually agreed upon between County and Contractor.

- Remove decals, bumper stickers, or any other letterings of Los Angeles County as necessary and repaint that area of the vehicle and/or vehicle related equipment so there are no identifiable markings in a manner that is deemed acceptable by the CPM or applicable DSVC.
- Remove light bars from vehicles and/or vehicle-related equipment as instructed by County using the following process and procedures: 1) Cut cable next to the 12 pin connector so only the connector is removed and the full length of the cable is retained with the light bar; 2) Unbolt and remove light bar (save all nuts, bolts, washers, etc with light bar); 3) Pull cable through hole in the roof without damaging the cable.

- Removed light bars and license plates shall be logged and tracked by Contractor, and then hand delivered to the CPM or applicable DSVC within ten (10) days from the sale date. Contractor shall provide report to CPM or applicable DSVC with the return of such items.
- Replace batteries in vehicles.
- Make mechanical repairs, as needed.
- Provide and place display signs stating "movie car" prominently on the doors of vehicle if specified by the CPM or applicable DSVC upon mutual written agreement.

Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

5.8 Advertisement of Auction:

Contractor shall conduct a marketing campaign prior to each auction including:

5.8.1 Catalogues and/or Brochures which include description of vehicle and/or vehicle-related equipment, minimum acceptable price (if applicable), make, year, and model description of the item(s) to be sold.

5.8.2 Newspaper Advertising, Mailings and Other Appropriate Media Notifications which include in each advertisement or announcement of the auction that items are sold As Is to licensed dismantler only, and/or other language advising all potential buyers that there are no express or implied warranties connected with the items being sold. Contractor shall bear all expenses as a result of the failure to so advise all buyers.

Failure of Contractor to abide with the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summary (PRS) Chart.

5.9 Public Inspection:

Contractor shall provide at least a five (5) business day public notice of auction, which includes a two (2) business day public inspection period immediately prior to the date of auction and a two (2) hour inspection period the morning of auction prior to the public sale. Contractor's facility shall be open a minimum of sixteen (16) hours during said public inspection periods. Contractor shall provide sufficient staff to assist potential buyers during the auction inspection period. Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

5.10 Reports:

Contractor shall provide the following reports to CPM or applicable DSVC in electronic and/or hard copy:

- List of vehicles and/or vehicle-related equipment to be auctioned five (5) business days before the auction day. The vehicle and/or vehicle-related

equipment is to be identified by the year, make, model, VIN, county identification number and organizational code.

- List of vehicles and/or vehicle-related equipment currently in Contractor's possession, or sold within the last two weeks including the current status of each vehicle on the first business day every other week.

Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

6.0 DAY OF AUCTION

6.1 Contractor shall not auction any items containing County license plates, light bars, and seals or identification markings unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement. Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

6.2 Contractor shall use its knowledge, expertise, experience, advertising and good marketing practices in grouping and exhibiting County vehicles and/or vehicle-related equipment in order to obtain maximum sales price to County. The CPM or applicable DSVC also reserves the right to request Contractor place its vehicles and/or vehicle-related equipment in a more appropriate place during the auction sale. Upon mutual agreement with County, Contractor may include vehicles and/or vehicle-related equipment owned by other agencies or companies when auctioning County vehicles and/or vehicle-related equipment as long as such vehicles and/or vehicle-related equipment can be readily separated and identified as other than County-owned vehicle-related equipment.

6.3 Contractor shall abide by requirements of California Civil Code 1812.607 for posting of signs with proper statutes, regulations, etc. Contractor shall post or distribute to the audience the terms and conditions, restrictions, and procedures whereby goods will be sold at the auction. Contractor shall advise the bidder of known defective conditions of any vehicle and/or vehicle-related equipment offered for sale before offering the vehicle and/or vehicle-related equipment for auction. Subject to the conditions specified in this Contract, Contractor shall endeavor to secure the highest price for each item offered for sale.

6.4 Contractor or its agent is prohibited from purchasing any vehicle and/or vehicle-related equipment assigned under this Contract. Failure of Contractor to abide to the requirements in this sub-paragraph shall result in the termination of this Contract.

6.5 Contractor shall video tape or digitally record the entire auction sale and deliver to the CPM or applicable DSVC a DVD of said auction within six (6) business days of the close of such auction. Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

6.6 Contractor shall provide a mechanic during auction for repair of minor breakdowns such as weak batteries and minor sabotage by customers, at no additional cost to County.

7.0 POST AUCTION

7.1 Contractor shall furnish the successful bidder at the point of sale with the following items, as applicable:

- Bill of Sale
- Title (Pink Slip)
- Smog Certificate
- Safety Inspection
- A Certified Weight Slip

7.2 In accordance with Contract Paragraph 5.0 Payment Arrangements and Reimbursement, Contractor shall provide to the CPM or applicable DSVC the following within 6 (six) business days of each auction in which County vehicles and/or vehicle-related equipment were sold:

- The catalog or brochure that contains the vehicles and/or vehicle-related equipment for the respective auction.
- A videotape or DVD of the entire auction.
- A summary of all sales transactions including, but not limited to the following in either hard copy or electronic format (i.e., csv, xls, etc) as requested by CPM or applicable DSVC:
  - County Department
  - Vehicle Identification Number (VIN)
  - County vehicle and fund organization numbers
  - Sale Price
  - Buyer's Premium amount and rate, if applicable
  - Total Gross Sales
  - Commission amount and rate
  - Any County pre-approved charges for repairs, parts, or additional services
  - Net Sales Proceeds
- An accounting of each individual sale including, but not limited to the following in either hard copy or electronic format (i.e., csv, xls, etc) as requested by CPM or applicable DSVC:
  - Vehicle Identification Number (VIN)
  - Vehicle Description
  - Cost of vehicle

- Purchaser's information including, but not limited to:
  - Name
  - Address, City, State, Zip Code
  - Phone number
  - If dealer or dismantler, its license number
  - If private party, his/her driver's license number and State of issuance
- Demand Title Certification signed and dated by the purchaser, if applicable

7.3 Transfer of Title:

- Contractor must complete transfer of title if a vehicle and/or vehicle-related equipment is sold to a private party, unless such party requests Demand Title. Contractor must transfer title prior to vehicle release and submit appropriate paperwork to DMV within thirty (30) days. Contractor shall provide on behalf of the buyer the services necessary to register, license or transfer title of vehicles and/or vehicle-related equipment to buyer.
- If a Demand Title request is made, Contractor shall obtain a Demand Title certification signed and dated by the purchaser.

Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

7.4 Contractor shall provide to the CPM or designee applicable DSVC a list of all unsold vehicles and/or vehicle-related equipment within six (6) working business days of close of each auction. Contractor shall receive specific directions from the CPM or applicable DSVC with respect to such items. Such unsold vehicles and/or vehicle-related equipment may be:

- picked up by County
- held by Contractor in a safe and fully secured location until the next auction/sale, at no expense to County
- returned to County location or discarded upon mutual written agreement with the CPM or applicable DSVC

8.0 COUNTY'S RESPONSIBILITIES

8.1 The CPM or applicable DSVC reserves the right, upon written or verbal notice to Contractor, to transport surplus vehicles and/or vehicle-related equipment to Contractor's facility which shall be open to accept such items 8:00 a.m. through 5:00 p.m., Monday through Friday.

8.2 The CPM or applicable DSVC reserves the right to remove any vehicle and/or vehicle-related equipment scheduled to be sold from the auction sale and from Contractor's facility any time prior to actual sale. If said vehicle and/or vehicle-related equipment is removed from the auction facility, Contractor will be

reimbursed for transporting said vehicle and/or vehicle-related equipment to/from Contractor's facility. Such cost shall be set forth in Exhibit B - Pricing Sheet of the Contract and deducted from County's Net Sales Proceeds.

8.3 The CPM or applicable DSVC will provide Contractor with an inventory list of all vehicles and/or vehicle-related equipment with vehicle identification number planned to be offered at an auction ten (10) days prior to the date of such auction. However, additions to such list may be made up to five (5) days prior to the date of the auction, and deletions may be made up to the time of actual sale.

8.4 County may, at any time, establish the MAP for any vehicle and/or vehicle-related equipment to be offered for sale by auction. Contractor shall make no sale below any set MAP. Failure of Contractor to abide to the requirements in this sub-paragraph shall cause an assessment of the fee specified in Exhibit 2 – Performance Requirements Summer (PRS) Chart.

9.0 CONTRACTOR'S RESPONSIBILITIES

9.1 Contractor's Office Staff: Contractor shall maintain an office with a telephone in the firm name in which Contractor conducts business. The office shall be staffed during the business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract work.

9.2 Project Manager: Emergency response (a phone call or arrival on-site) by Contractor's Project Manager shall be within two (2) hours of notification by County, or as specified.

9.3 Frequency of Auctions: Contractor shall conduct at least two (2) vehicle and/or vehicle-related equipment auctions per month.

10.0 GREEN INITIATIVES

10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

11.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

11.2 County Observation: In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

11.3 As indicated in the PRS Chart attached hereto, a Contract Discrepancy Report (CDR) will be issued by the CPM or applicable DSVC to Contractor as a means to correct all deficiencies and to preclude a recurrence.

1) Verbal notification to Contractor of unacceptable performance will be made by the CPM or applicable DSVC as soon as possible whenever a Contract discrepancy is identified.

2) Contractor must correct the problem within the time frame directed by the CPM or applicable DSVC.

3) The CPM or applicable DSVC will perform a follow-up inspection and will evaluate Contractor's corrective action.

4) If the problem has not been corrected, the CPM or applicable DSVC will prepare a CDR with a deadline for completion.

5) Failure to respond to CDR will result in an assessment for non-compliance. The CPM will demand payment by Contractor in accordance with the assessment fee outlined in the PRS Chart, if applicable.

6) An assessment letter will be sent to the Contractor.

11.4 When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Demand payment by Contractor to County based on the assessment fee(s) set forth in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

11.5 This section does not preclude the County's right to terminate the Contract upon ten (10) days written notice as provided for in the Contract.

STATEMENT OF WORK

EXHIBITS

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2	Performance Requirements Summary (PRS) Chart	2

CONTRACT DISCREPANCY REPORT (CDR)

(Sample)

AUCTION LOCATION

USER COMPLAINT (to be completed by Departmental Surplus Vehicle Coordinator)

Today's Date: _____

Contractor: _____

Phone Number: _____

DSVC Name: _____ Department: _____

Signed: _____ (DSVC)

Date of Unacceptable Performance:

Description of Unacceptable Performance:

REVIEWED

Signed: _____ (CPM) Date: _____

CONTRACTOR RESPONSE (to be completed by Contractor's Project Manager)

Date received from CPM: _____

Explanation for Unacceptable Performance:

_____

_____

Corrective Action Taken:

_____

_____

Signed: _____ (CPM) Date: _____

INSTRUCTIONS

DSVC: Fax report to CPM at (323) 262-4941. CPM will forward CDR to Contractor.

Contractor: Must respond to CPM in writing within five (5) working days of receipt of CDR.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 5.0 Accurate and timely payment to County.	Net Sales Proceeds from auction sales will be payable to County within six (6) working days of close of each auction. Register, license, and transfer title to buyer accurately and timely.	Verify date of receipt of check; and audit Contractor's records.	$100 per each day late for the first thirty (30) days and $250 for each day thereafter.
SOW: Sub-paragraph 8.4 Offer County items for sale at appraised value or minimum acceptable price.	Auctioned items may not be sold for less than appraised value or minimum acceptable price (MAP).	Review County auction inventory report and buyer's receipt of sales.	$50 per occurrence and Contractor shall reimburse County for difference between sale dollars and appraised value.
SOW: Sub-paragraph 4.1 Timely pick-up and safely transport vehicles and/or vehicle-related equipment.	Pick-up within three (3) days of request and safely transport vehicles and/or vehicle-related equipment from any location within Los Angeles County and delivery to Contractor's site with no damage.	Review logs.	$100 per occurrence.
SOW: Sub-paragraph 4.2 Contractor shall not drive or intend to drive any County vehicle.	Contractor shall not drive or intend to drive any of the County vehicles, whether they operate or non-operate unless otherwise directed by the CPM or applicable DSVC upon mutual agreement in writing.	Monitor public inspection.	$100 per occurrence.
SOW: Sub-paragraph 5.8 Properly advertise vehicle and/or vehicle-related equipment with accurate descriptions.	Prepare catalog and/or brochure and list minimum acceptable price, make, year and model description of vehicle and/or vehicle related equipment. Advertise and announce through proper channels.	Review catalog or brochure.	$50 per occurrence.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraphs 5.3, 5.4, 5.5, 5.7, Properly prepare vehicle as required.	Vehicle shall no longer resemble a law enforcement vehicle unless otherwise specified by CPM or applicable DSVC upon mutual written agreement. Complete all Repairs & Replacements and Incidental Services as approved by County.	Monitor public inspection.	$100 per occurrence.
SOW: Sub-Paragraph 5.9 Public inspection of items for sale.	Provide a minimum two (2) day public inspection of items for sale immediately prior to auction. Provide two (2) hour inspection on day of auction.	Monitor public inspection.	$50 per occurrence.
SOW: Sub-paragraph 5.10 Provide reports to CPM or applicable DSVC in electronic and/or hard copy on time.	List of vehicles and/or vehicle-related equipment to be auctioned and currently in Contractor's possession, or sold within the last two weeks as specified in SOW.	Receipt and review of reports.	$100 per occurrence.
SOW: Sub-paragraph 6.1 Contractor shall not auction any items containing County license plates, light bars, and seals or identification markings	Contractor shall not auction any items containing County license plates, light bars, and seals or identification markings unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.	Monitor public inspection.	$100 per occurrence.
SOW: Sub-paragraph 6.5 Record and provide video tape or DVD.	Tape the entire sale and submit tape or DVD to CPM with Net Sales Proceeds check.	Receipt and review of tape.	$50 per day late.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 7.2 Provide an accounting of sold vehicles and/or vehicle-related equipment.	Provide sales transaction listing containing all information requested in SOW, Sub-paragraph 7.2.	Receipt and review of accounting.	$50 per day late.
SOW: Sub-paragraph 7.3 Transfer of title.	Proper transfer of title.	Receipt of paperwork.	$100 per occurrence.
SOW: Sub-paragraph 7.4 Provide a list of unsold vehicles and/or vehicle-related equipment.	Provide County with list of all sold and unsold items.	Receipt and review of list.	$50 per occurrence.

EXHIBIT B

PRICING SHEET

Contractor will retain the following prices:

1.	**Auction Services**	**Commission Rate** (of Total Gross Sales)
A.	Transport by Contractor; auction at Contractor's facility	0%
B.	Transport by County; auction at Contractor's facility	0%
		Percentage Rate (of Sale Price)
C.	Buyer's Premium Percentage **Of the Buyer's Premium, Contractor will retain 92.5% and rebate 7.5% to the County.*	10%*
2.	**Incidental Services**	**Fixed Unit Price**
A.	Remove decals, bumper stickers, any identifiers of Los Angeles County, and paint over the area	No Charge
B.	Remove light bar	No Charge
C.	Smog Test	No Charge
D.	Transport by Contractor prior to Auction	No Charge
E.	Provide and place display signs on vehicle	No Charge
3.	**Repairs or Replacements**	**Labor Rate per Hour**
A.	Mechanical repairs	$47.50
		Parts Mark-Up (from retail price)
B.	Replacement parts associated with mechanical repairs	Contractor's Cost plus 10%

CONTRACTOR'S EEO CERTIFICATION

CHP ENTERPRISES dba KEN PORTER AUCTIONS

Company Name

400 E. REDONDO BEACH BLVD GARDENA CA 90248

Address

95. 3056976

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	☑	☐
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	☑	☐
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	☑	☐
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	☑	☐

Signature

12/14/11

Date

RAYMOND CLARIDGE PRESIDENT

Name and Title of Signer (Please Print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:	Marie Nunez
Title:	Contracts Administration Division Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 267-2492
Facsimile:	(323) 263-5286
E-mail Address:	mnunez@isd.lacounty.gov

COUNTY PROJECT MANAGER (CPM)

Name:	Randy Martin
Title:	Fleet Services Manager
Address:	1104 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 881-3742
Facsimile:	(323) 262-4941
E-mail Address:	rmartin@isd.lacounty.gov

DEPARTMENTAL SURPLUS VEHICLE COORDINATOR (DSVC):
SHERIFF'S DEPARTMENT

Name:	Lt. Vance Duffy or designee
Title:	Fleet Lieutenant
Address:	1104 N. Eastern Avenue, Door #50
	Los Angeles, CA 90063
Telephone:	(323) 881-9382
Facsimile:	(323) 260-5285
E-mail Address:	veduffy@lasd.org

DEPARTMENTAL SURPLUS VEHICLE COORDINATOR (DSVC):
DEPARTMENT OF PUBLIC WORKS

Name:	Michael Sanchez
Title:	Assistant Fleet Manager
Address:	900 S. Fremont Avenue, 7th Floor
	Alhambra, CA 91803
Telephone:	(626) 458-5177
Facsimile:	(626) 458-7346
E-mail Address:	lmsanchez@dpw.lacounty.org

COUNTY'S ADMINISTRATION

DEPARTMENTAL SURPLUS VEHICLE COORDINATOR (DSVC):
FIRE DEPARTMENT

Name:	Eric Hansen
Title:	Property Manager
Address:	12605 Osborne Street
	Pacoima, CA 91331
Telephone:	(818) 890-5748
Facsimile:	(818) 899-9993
E-mail Address:	ehansen@fire.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CHP ENTERPRISES, INC. D.B.A. KEN PORTER AUCTIONS
CONTRACTOR'S NAME

CONTRACT NO. ____

CONTRACTOR'S PROJECT DIRECTOR:

Name: TONY MARTINEZ
Title: V.P AUCTION OPERATIONS
Address: 400 E. REDONDO BEACH BLVD
GARDENA, CA 90248
Telephone: 310-353-7140
Facsimile: 310.353.5740
E-mail Address: TONY @ KEN PORTER AUCTIONS.COM

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: CRAIG ALFORD
Title: CLIENT SERVICES MANAGER
Address: 400 E. REDONDO BEACH BLVD
GARDENA, CA 90248
Telephone: 310. 353.7140
Facsimile: 310. 353.5740
E-mail Address: CRAIG @ KEN PORTER AUCTIONS.COM

Name: JAMIE ANN IDO
Title: OFFICE MANAGER
Address: 400 E. REDONDO BEACH BLVD
GARDENA, CA 90248
Telephone: 310.353.7140
Facsimile: 310. 353.5740
E-mail Address: JAMIE @ KENPORTERAUCTIONS.COM

Notices to Contractor shall be sent to the following address:

Name: RAYMOND CLARIDGE
Title: PRESIDENT
Address: 400 E REDONDO BEACH BLVD
GARDENA, CA 90248
Telephone: 310. 353.7140
Facsimile: 310. 353.5740
E-mail Address: RAY @ CHP ENTERPRISES.COM

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name CHP ENTERPRISES dba KEN PORTER AUCTIONS Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 12/14/11

PRINTED NAME: RAYMOND CHARIDGE

POSITION: PRESIDENT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “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 such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

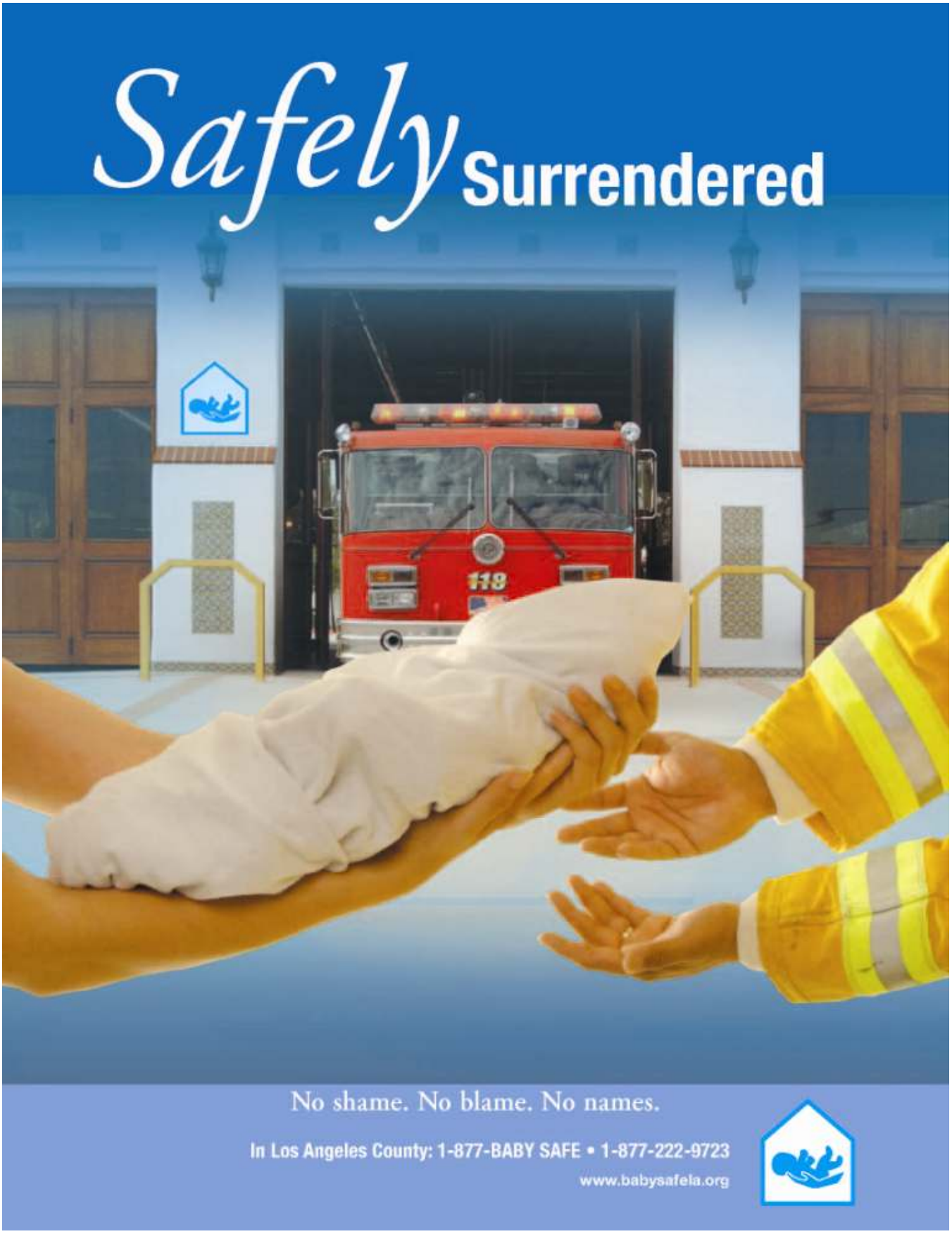
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Search for a Closed Bid

A B C D E F
G H I J K L
M N O P Q R
S T U V W X
Y Z All

Search By
Bid Title
Submit

Sort By
Bid Title
Sort

Award information has not been added at this time.

Bid Information

Bid Number : 104317
Bid Title : Vehicle and Vehicle-related Equipment Auction Services
Bid Type : Service
Department : Internal Services Department
Commodity : AUCTIONEERING SERVICES
Open Date : 6/28/2011
Closing Date : 8/9/2011 12:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Available
Bid Description : The Los Angeles County Department of Internal Services (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide vehicle and vehicle-related equipment auction services.
Auction services to include, but not limited to the public sale of surplus passenger cars, trucks, trailers, construction equipment and other automotive vehicles and/or vehicle-related equipment. Contractors shall be responsible for picking up vehicles and/or vehicle-related equipment from County locations, safeguarding them until auction, all advertising, auction notice production and mailing, mailing list maintenance, auction catalog production, and auction day staffing.
Contact Name : Angela Wu
Contact Phone# : (323) 881-5178
Contact Email : awu@isd.lacounty.gov
Last Changed On : 6/28/2011 5:26:51 PM

Back to Last Window

Back to Award Main

Vehicle and Vehicle-Related Equipment Auction Services

Sub-Class #	Description
962-09	AUCTIONEERING SERVICES

Vendor ID	Company Name	Phone	LSBE Certified
5199501	'A' AUCTIONEER 124 N MARKETING, , INGLEWOOD, CA, 90301	(310) 680-6840	
14161901	ALEXANDER & ASSOCIATES, LLC COWAN ALEXANDER EQUIP. GROUP, 22647 VENTURA BLVD., #533, WOODLAND HILLS, CA, 91364	(818) 340-3134 Ext:1	
6158901	ASA, INTERNATIONAL, LLC 22647 VENTURA BLVD., # 235, , WOODLAND HILLS, CA, 91364-1416	(818) 594-0505	
12840301	BID IT UP 11426 VENTURA BLVD., 2ND FLOOR, STUDIO CITY, CA, 91604-3142	(818) 508-7034	
5918801	C.H.P. ENTERPRISES, INC 12580 SATICOY ST., , NORTH HOLLYWOOD, CA, 91605-4306	(818) 255-0616	
5918802	C.H.P. ENTERPRISES, INC GOLDEN WEST TRAILER SALES, 1686 WEST SIERRA HWY, ACTON, CA, 93510-1895	(661) 269-5012	
5918803	C.H.P. ENTERPRISES, INC 400 E. REDONDO BEACH BLVD., , GARDENA, CA, 90248	(310) 353-7140	
14836601	CHARITY AUCTION SERVICES INC UNIVERSAL AUCTION GROUP, 11175 REDWOOD AVENUE, FONTANA, CA, 92337	(909) 829-7320	
10296201	CWS MARKETING GROUP 2366 EAST PACIFICA PLACE, , RCH DOMINGUEZ, CA, 90220	(310) 639-2930	
14145001	DAVID B. MEHDIZADEH 509 SOUTH BEVERLY DRIVE, , BEVERLY HILLS, CA, 90212	(310) 277-7005 Ext:226	
13238701	EVENTPRO PRODUCTIONS 5506 ZELZAH AVENUE, , ENCINO, CA, 91316	(818) 609-1558	
5702901	GENERAL AUCTION CO 7015 KNOTT AVENUE, , BUENA PARK, CA, 90620	(714) 670-8510	
15660601	GOVDEALS INC. 5907 CARMICHAEL PLACE, , MONGTOMERY, AL, 36117	(800) 613-0156 Ext:4470	
15048401	IRONPLANET.COM,INC. 4695 CHABOT DR SUITE 102, , PLEASANTON, CA, CA, 95488	(909) 697-5244	
11739501	KENNEDY WILSON 9601 WILSHIRE BLVD., STE. 220, , BEVERLY HILLS, CA, 90210-5205	(310) 887-6446	
15233701	LAS VEGAS AUCTIONS 2245 NORTH NELLIS BLVD, , LAS VEGAS, NV, 89115-5502	(702) 525-5988	
15935901	LIQUIDITY SERVICES, INC. 1920 L. STREET, N.W., , WASHINGTON, DC, 20036	(202) 467-6868 Ext:2205	
14380801	NORTH PACIFIC AUCTIONEERS LTD. P. O. BOX 243892, , ANCHORAGE, AK, 99524	(907) 522-1449	
15988901	PRIME AUTOMOTIVE GROUP INC SOUTH BAY AUTO AUCTION, 13210 S NORMANDIE AVENUE, GARDENA, CA, 90249	(310) 719-2000 Ext:6791	
10674401	PROGRESSIVE AUCTION EXCHANGE 500 MARKET ST., STE. 110, , POCOMOKE CITY, MD, 21851-1171	(410) 957-4786	
10024501	PROPERTY ROOM.COM 26421 CROWN VALLEY PARKWAY STE 200, , MISSION VIEJO, CA, 92691	(949) 234-0204	
13127901	PUBLIC MOTORS LOS ANGELES LLC 6085 W. VENICE BLVD, , LOS ANGELES, CA, 90034	(714) 972-2500 Ext:101	
16048601	THE AUCTION COMPANY 4461 WADE AVENUE, , PERRIS, CA, 92571	(951) 657-5300	

Vehicle and Vehicle-Related Equipment Auction Services

5199601	THE NATIONWIDE COMPANIES 13005 E. TEMPLE AVENUE, , INDUSTRY, CA, 91746-1418	(626) 968-3110 Ext:223	
11681501	THE PIATELLI COMPANY INC 9300 WILSHIRE BLVD., STE. 520, , BEVERLY HILLS, CA, 90212-3211	(310) 274-2719	
12790701	THE PUBLIC GROUP PUBLIC SURPLUS, PO BOX 50676, PROVO, UT, 84605-0676	(801) 932-7000 Ext:151	
13184801	US AUCTIONS 238 N. 2ND AVE, , UPLAND, CA, 91784	(909) 982-6688	

Attachment 4

VEHICLE AND VEHICLE-RELATED EQUIPMENT AUCTION SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTOR

FIRM INFORMATION		**CHP ENTERPRISES, INC. d.b.a. KEN PORTER AUCTIONS**
Cultural/Ethnic Composition		N/A
OWNERS/PARTNERS	Black/African American	
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
	Women (included above)	
		Number
MANAGER	Black/African American	
	Hispanic/Latin American	3
	Asian American	4
	American Indian/Alaskan	
	All others	8
	Women (included above)	3
STAFF	Black/African American	1
	Hispanic/Latin American	23
	Asian American	2
	American Indian/Alaskan	
	All others	34
	Women (included above)	15
TOTAL # OF EMPLOYEES		75
BUSINESS STRUCTURE		Corporation
COUNTY CERTIFICATION		NO
CBE		NO
LSBE		NO
CERTIFYING AGENCY		N/A