



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

December 13, 2011

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 December 13, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS FOR
DRAYAGE SERVICES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Treasurer and Tax Collector (TTC) issued an Invitation for Bids (IFB) to solicit bids for Drayage Services. The TTC is recommending approval and award of Contracts to Stanley G. Alexander, Inc. dba Alexander's Mobility Services (Alexander's), and Sterling Van Lines, Inc. (Sterling).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chairman to sign the attached Contracts with Alexander's and Sterling to provide Drayage Services to the TTC for an initial three-year term, commencing on February 2, 2012, or upon the date of Board approval, whichever is later, with an annual amount not to exceed \$200,000, per Contract year, per Contract.
2. Delegate authority to the TTC to extend each Contract for a maximum of two (2) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the term of the Contract; and to increase the annual Contract sum by not more than 10% annually to accommodate any unanticipated workload increases.
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contracts, and/or to add or modify certain terms and conditions in the Contracts, as required by the Board or Chief Executive Office (CEO), provided County Counsel approval is obtained prior to execution of such amendments and approve, if necessary, any assignment and delegation of services performed by the Contractor in order to ensure the continuation of Drayage Services necessary to meet the TTC's mandated operations.

4. Delegate authority to the TTC, if necessary, to execute a substantially similar Contract to the next lowest cost, most responsive and responsible bidder identified in this IFB process to ensure that unanticipated circumstances or changes in Drayage Services workload requirements during the term of the Contract do not jeopardize the fiduciary obligation of the TTC as the Public Administrator (PA) and its administration of Public Guardian (PG) estates. County Counsel approval would be obtained prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As the PA for the County of Los Angeles, the TTC administers decedent estates and under agreement with the Department of Mental Health, also provides administrative services for PG conservatee estates. The services provided under these Contracts include packing, boxing, crating, loading, and transporting an estate's personal property to the TTC's warehouse for storage until the property is sold or distributed pursuant to the Probate Code.

The TTC released the Drayage Services IFB with the intent to establish multiple qualified firms. The two (2) lowest cost, most responsive, and responsible bids were submitted by Alexander's and Sterling. Sterling has been a Drayage Services Contractor for the TTC since February 2, 2007, and Alexander's is a new provider. The current Contracts expire on February 1, 2012, and the proposed Contracts will ensure continuation of the Drayage Services without interruption and will enable the TTC to maintain its fiduciary responsibility to the estates it administers.

Implementation of Strategic Plan Goals

Approval of the recommended Contracts will assist the TTC in meeting the County's Strategic Plan Goal of Organizational Effectiveness. The recommended Contracts provide for ongoing Drayage Services to support mandated operations of the TTC.

FISCAL IMPACT/FINANCING

There is no net County cost for the proposed Contracts as the individual decedent and conservatee estates are billed for Drayage Services expenditures. Funding has been included in the Fiscal Year 2011-2012 Adopted Budget and is offset by revenue from billings to individual estate(s).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contracts contain all Board mandated provisions. These Contractors are in compliance with all Board, CEO, and County Counsel requirements. The Contractors will not be expected to perform Drayage Services that exceed the Contract sum, scope of work, or Contract term. The Contracts expressly provide that the County has no obligation to pay for expenditures that exceed the maximum Contract sum. Additionally, the Contracts contain performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contracts have been reviewed and approved as to form by County Counsel.

The TTC has determined that the provisions of the Living Wage Program (County Code Chapter 2.201) do not apply to these Contracts, since these services are provided on an as-needed basis, and not subject to Proposition A.

CONTRACTING PROCESS

The TTC released the IFB for Drayage Services on August 10, 2011. The IFB was released to 49 prospective bidders via U.S. Mail (Attachment I). A notice of the IFB was posted on the TTC Website and the Los Angeles County Bid Website (Attachment II) of registered vendors under the commodity code for Moving Services, which automatically notified 100 prospective bidders via email, thereby, maximizing the TTC's outreach to potential bidders. A Mandatory Bidders Conference was held on August 31, 2011, with six (6) firms in attendance.

Three (3) firms responded by the September 23, 2011, bid submission deadline. These firms were Alexander's, Crest Labor, Inc. dba Crest Moving Company (Crest), and Sterling.

The bids received from Alexander's and Sterling were the lowest cost, most responsive and responsible bids. Their bids clearly demonstrated that they have a good understanding of the scope of work to be performed and the complexity of the TTC's service requirements. In addition, they both have verifiable experience providing Drayage Services as required by the TTC.

The TTC has obtained letters of intent from Alexander's and Sterling affirming their respective terms and conditions, therefore, they are being recommended for Drayage Services. A debriefing was offered and conducted for the one (1) non-recommended bidder, Crest. A Notice of Intent to Request a Proposed Contractor Selection Review form was sent to Crest, however, no further actions were taken by Crest as a result of this solicitation.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise Statistical Information for Alexander's and Sterling is included in Attachment III. Alexander's is not a certified Small Business Enterprise/Community Based Enterprise (SBE/CBE), however, Sterling is certified as a SBE/CBE and the five percent (5%) preference was factored into its cost of service bid for the overall price evaluation.

The recommendation of Alexander's and Sterling is made without regard to race, creed, or color. There are no provisions for Cost of Living Adjustments in the attached Contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the recommended Contracts will ensure uninterrupted Drayage Services for the TTC and will be utilized on a semi-rotational, as-needed basis.

CONCLUSION

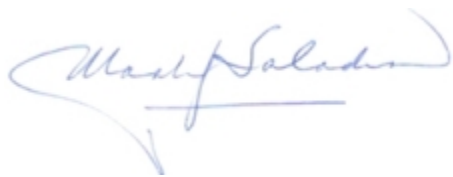
Instruct the Executive Office to return two (2) signed originals of each Contract and one (1) adopted Board letter to the TTC.

The Honorable Board of Supervisors

12/13/2011

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mark J. Saladino", with a horizontal line underneath the name.

MARK J. SALADINO

Treasurer and Tax Collector

MJS:WMH:MA:mp

Enclosures

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors

Alexander's Moving & Storage
2942 Dow Ave.
Tustin, CA 92780

Jennifer Smith
Alex Moving & Storage
2610 S. Birch St.
Santa Ana, CA 92707

Isidro Favela
All American Freightways, Inc.
4838 Blackthorne Ave.
Long Beach, CA 90808

Atlas Van Lines
1212 St. George Rd.
Evansville, IL 47703

Andre Thomas
Axis Intermodal, Inc.
20547 E. Walnut Dr. N. Ste. B-1-F
Walnut, CA 91789

Anna Martinez
Bekins BMS Holdings
20525 Nordhoff St., Ste. 58
Chatsworth, CA 91311

Jim Jentges
Bekins Moving Solutions, Inc.
717 E. Artesia Blvd.
Carson, CA 90746

Beltmann Moving & Storage
14528 Bonelli St.
City of Industry, CA 91747

BINL, Incorporated
1155 E. San Antonio Dr.
Long Beach, CA 90807

Blue Chip Storage & Moving, Inc.
13525 Crenshaw Blvd.
Hawthorne, CA 90250

California Relocation Services
7361 Doig Dr.
Garden Grove, CA 92641

David Pena
Cargo Transport Logistics Inc.
6055 E. Washington Blvd., Ste 405
Commerce, CA 90040

Circle Van & Storage, Inc.
3333 East Willow St.
Long Beach, CA 90806

Colt Messenger Service
770 S. Brea Blvd., Ste. 209
Brea, CA 92621

Columbia Van Lines, Inc.
1763 Seabright Ave.
Long Beach, CA 90813

Luis Linares
CP Transporters, Inc.
2966-A East Victoria St.
Rancho Dominguez, CA 90221

Ralph Mondragon
Crest Moving Company
120 E. 5th Street
Los Angeles, CA 90013

Judy Davis
Davis Bacon Material Handling
4436 Worth St.
Los Angeles, CA 90063

Delancey Street Movers
400 N. Vermont Ave.
Los Angeles, CA 90004

Jackie Mattare
Desert Express Trucking
1679 West 9th St.
Long Beach, CA 90810

William Coffman
Eastern Van Lines
16018 Adelante St., Unit A
Irwindale, CA 91702

Adrian Hall
Enterprise Moving & Storage
2001 W. 83rd St.
Los Angeles, CA 90047

Bobby Richards
Genesis Intermodal Delivery Inc.
2330 Pomona Blvd.
Pomona, CA 91768

Glenn Nabors
G N Transportation Services
P.O. Box 1203
Long Beach, CA 90801

John Kim
Gold Point Transportation, Inc.
20250 S. Alameda St.
Rancho Dominguez, CA 90221

David Kearney
Heritage 21st Century Movers
2945 Columbia St.
Torrance, CA 90503

International Living Services
3475 Kelton Ave.
Los Angeles, CA 90034

Vicky Gancayco
Jensen Relocation
15611 Condon Ave.
Lawndale, CA 90260

Kyle Keller
Logistx P.O. Box 3262
Santa Fe Springs, CA 90670

Maggie Mejia
MD Installations International Inc.
954 Nottingham Dr.
Corona, CA 92880

Moishe's Moving System
9120 Mason Ave
Chatsworth, CA 91311

John Moses
Mover Services, Inc.
3215 Kallin Ave.
Long Beach, CA 90808

Edwin Sandoval
Nationwide Trucking
P.O. Box 26338
Los Angeles, CA 90026

Sal Villanueva
New World Intermodal
7400 E. Slauson Ave., Ste. 400
Commerce, CA 90040

Bobby Richards
Nordic Logistics, LLC
2330 Pomona Blvd.
Pomona, CA 91768

O'Neil Relocation
12101 Western Ave.
Garden Grove, CA 92841

Ortiz Brothers Moving & Storage
135 West Avenue 34
Los Angeles, CA 90031

Pacific Van Lines
515 W. Apra St.
Rancho Dominguez, CA 90220

Demetrius Heckard
R and D Options
13416 Crossdale Ave.
Norwalk, CA 90650

Rudd's Transfer & Storage, Inc.
1763 Seabright Ave.
Long Beach, CA 90813

Michael Stadler
S&M Moving Systems
12128 Burke St.
Santa Fe Springs, CA 90670

Andres Ventura
Sere Trucking
11410 Danube Ave.
Granada Hills, CA 91344

Specialty Moving Services
P.O. Box 517
Fallbrook, CA 92088

Starving Students, Inc.
1850 Sawtelle Blvd. #300
Los Angeles, CA 90025

Jay Clitheroe
Sterling Van Lines, Inc.
4550 E. Olympic Blvd.
Los Angeles, CA 90022

David Cervantes
Vantez Transport Service
15270 River Rock Dr.
Fontana, CA 92336

Wash Moving Service
1425 Plaza Del Amo
Torrance, CA 90501

Whittier Transfer & Storage Co.,
Inc.
2500 Pacific Park Dr.
Whittier, CA 90601

Yarnell Warehouse, Inc.
1590 East Ave. North
Sarasota, FL 34237

DOING BUSINESS WITH US

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L.A. county
 ONLINE

To Enrich Lives Through Effective and Caring Service
Search for an Open Bid

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 G H I J K L
 M N O P Q R
 S T U V W X
 Y Z All

Search By

Sort By

Bid Detail Information
Bid Number : TTC IFB 2011-01 DS

Bid Title : Drayage Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : MOVING SERVICES

Open Date : 8/10/2011

Closing Date : 9/23/2011 4:00 PM

Bid Amount : N/A

Bid Download : [Available](#)
Bid Description : The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting bids for the provision of drayage services.

The IFB contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Vendors that meet the minimum requirements identified in Paragraph 1.4, Bidder's Minimum Requirements, of the IFB, are invited to submit a bid to provide the services described further in Appendix B, Statement of Work, of the IFB. Potential Bidders should carefully review the IFB and ensure that their bid complies with all IFB requirements.

A Mandatory Bidders' Conference, to answer questions regarding the written specifications of the IFB, will be held at 10:00 a.m. Pacific Time (PT), on Wednesday, August 31, 2011, at the TTC's Warehouse located at 16610 Chestnut Avenue, City of Industry, California 91748. Any vendor submitting a bid **MUST ATTEND** this Conference or will be disqualified. Late arrivals will be turned away. Attendees must arrive promptly.

To register to attend the Mandatory Bidders' Conference, please call Ms. Monica Allen, TTC Contracts Section, at (213) 974-7360 or send an email to: contracts@ttc.lacounty.gov no later than, Monday, August 29, 2011.

IFB responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements, of the IFB. Bids are due no later than 4:00 p.m. PT, on Friday, September 23, 2011. Bids received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Contact Name : Monica Allen

Contact Phone# : (213) 974-7360

Contact Email : contracts@ttc.lacounty.gov
Last Changed On : 8/10/2011 3:48:41 PM

[Back to Last Window](#)

**MINORITY, WOMEN, DISADVANTAGED OR DISABLED VETERAN
BUSINESS ENTERPRISE STATISTICAL INFORMATION**

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY BIDDER
DRAYAGE SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed, or color.

| FIRM INFORMATION | Stanley G. Alexander, Inc. dba Alexander's Mobility Services | | Sterling Van Lines, Inc. | |
|---|--|-----|--------------------------|-----|
| | % of Ownership | No. | % of Ownership | No. |
| OWNERS/ PARTNERS: | | | | |
| Black/African American | | | N/A | |
| Hispanic/Latino | | | N/A | |
| Asian or Pacific Islander | | | N/A | |
| American Indian | | | N/A | |
| Filipino | | | N/A | |
| All others | 100% | 2 | 100% | 2 |
| Women (included above) | | 1 | N/A | |
| MANAGERS: | | | | |
| Black/African American | | | | |
| Hispanic/Latino | | | 2 | |
| Asian or Pacific Islander | | | | |
| American Indian | | | | |
| Filipino | | | | |
| All others | 42 | | | |
| Women (included above) | 17 | | No | |
| STAFF: | | | | |
| Black/African American | | | | |
| Hispanic/Latino | | | 18 | |
| Asian or Pacific Islander | | | | |
| American Indian | | | | |
| Filipino | | | | |
| All others | 266 | | 5 | |
| Women (included above) | 113 | | Yes | |
| TOTAL NUMBER OF EMPLOYEES | 310 | | 27 | |
| BUSINESS STRUCTURE | Corporation | | Corporation | |
| Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise? | N/A | | N/A | |



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

STANLEY G. ALEXANDER, INC.

DBA ALEXANDER'S MOBILITY SERVICES

FOR

DRAYAGE SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
STANLEY G. ALEXANDER, INC.
DBA ALEXANDER'S MOBILITY SERVICES
FOR
DRAYAGE SERVICES**

This Contract and Exhibits made and entered into this 13th day of December, 2011 by and between the County of Los Angeles (County) and Stanley G. Alexander, Inc. dba Alexander's Mobility Services (Contractor). Stanley G. Alexander, Inc. dba Alexander's Mobility Services is located at 2942 Dow Avenue, Tustin, California 92780.

RECITALS

WHEREAS, the California Probate Code requires the Public Administrator to administer decedent's estates; and

WHEREAS, the Treasurer and Tax Collector (TTC) serves as the Public Administrator for the County; and

WHEREAS, the TTC, under agreement with the County Public Guardian, provides services to conservatee's estates; and

WHEREAS, the TTC may provide Drayage Services to decedent's estates under its administration; during the course of estate administration and in accordance with the California Probate Code; and

WHEREAS, the TTC is responsible for decedent's and conservatee's estate administration and desires to engage Contractor to provide Drayage Services; and

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WHEREAS, the County may contract with private businesses for Drayage Services; and

WHEREAS, the Contractor has submitted a bid to the TTC for the provision of Drayage Services and based upon the County's competitive bidding process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Contractor is a private firm specializing in providing Drayage Services; and

WHEREAS, this Contract is therefore authorized under the California Government Code, Section 31000, which authorizes the County's Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the TTC to administer this Contract; 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, I, and J 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 - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration

- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - 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 Subparagraph 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 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The firm that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in Exhibit F, Contractor's Administration.
- 2.5 **County Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.6 County Project Manager:** Person designated by the County's Project Director to manage the operations under this Contract.
- 2.7 County Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.10 Performance Requirements Summary:** Shall have the meaning set forth in Exhibit A, Statement of Work, Appendix C, Technical Exhibit 2, Performance Requirements Summary.
- 2.11 Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. The TTC serves as the Public Administrator for the County.
- 2.12 Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of the Public Guardian is to protect, care for, and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.

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 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 after execution by the Board, 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 TTC, or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the TTC 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 the TTC at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Contract Sum shall remain firm and fixed for the term of the Contract in accordance with Exhibit B, Pricing Schedule. The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to Contractor for provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule and shall not exceed \$200,000 for each Contract year throughout the Contract Term. Any adjustments to the Contract Sum shall be in accordance with Subparagraph 8.1.1.
- 5.2 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.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other

termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work 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 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The invoice must include all of the following information:

5.5.4.1 TTC Job Request Number;

5.5.4.2 Estate Number;

5.5.4.3 Estate name and address;

5.5.4.4 Dates of Drayage;

5.5.4.5 Starting and Quitting Time of Work Crew;

5.5.4.6 Listing of each employee and number of hours worked;

5.5.4.7 Listing of services performed, itemized by date;

5.5.4.8 Itemization of packing materials used (e.g., rolls of tape, cartons by size, etc.), the quantity of each, and their respective cost; and

5.5.4.9 Total Amount Due.

5.5.5 The TTC will not reimburse for rental of any specialty equipment unless previously approved in writing. If such reimbursement is approved, original rental receipts must accompany the invoice.

5.5.6 Invoices for fixed bid jobs must be accompanied by a copy of the TTC approved bid.

5.5.7 Double driving time will not be paid (i.e., driving time from Contractor's business location to job site and from the TTC Warehouse to Contractor's business location). Billable hours will commence at the drayage site after the truck(s) arrive(s) and when the work crew begins working and will terminate when the unloading is complete at the TTC Warehouse.

5.5.8 Overtime will not be paid unless specifically ordered and preauthorized by the TTC.

5.5.9 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.10 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles
Treasurer and Tax Collector
Accounts Payable Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

5.5.11 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.12 **Local Small Business Enterprises (SBE) – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Subparagraphs is designated in Exhibit E - 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
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor;
- verifying and authorizing invoices; and
- preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1, Amendments and Change Notices, of the Sample Contract.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

A listing of all Contractor Administration referenced in the following Subparagraphs is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - 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 within five (5) business days of the change.

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 the County's Project Manager and the County's Contract Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have at least two (2) consecutive years of experience in providing Drayage services or services equivalent or similar to the services identified in Exhibit A, Statement of Work.

7.1.4 When the Contractor's Project Manager cannot be present, the Alternate Contractor's Project Manager (Alternate) shall be designated to act on behalf of the Project Manager.

7.2 Approval of Contractor's Staff

The 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 or Alternate.

7.3 Contractor's Staff Identification

Prior to the start of the Contract, Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. In addition, personnel assigned by Contractor to perform under this Contract shall at all times carry with them one (1) form of identification, e.g., California Driver License, California Identification Card, Matricula Consular, or Company Identification.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by the TTC, which shall include, but not be limited to, LiveScan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

7.4.2 The TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. The TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.

7.4.3 The 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.

- 7.4.5 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 7.4 and when changes occur in staffing or as requested by the TTC. Contractor shall not allow employees to work on any job for the TTC prior to successfully passing the background investigation check.
- 7.4.6 Following a Contractor employee's clearance, when applicable, the TTC will notify Contractor of any subsequent background results affecting the Contractor employee's ability to work under 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 the 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 the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the 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 the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 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 the Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total Contract Sum for a particular Contact year based on an increase in work volume or special projects. Any such change shall be in writing and signed by the Contractor and the TTC or his/her designee.
- 8.1.2 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the TTC or his/her designee
- 8.1.3 The Board 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 Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC or his/her designee.

- 8.1.4 The TTC or his/her 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 the TTC or his/her 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 the TTC, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the TTC consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at the TTC's sole discretion, against the claims, which the Contractor may have against the TTC.
- 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 the TTC 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 the TTC'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, the TTC 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 Board 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 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 After Contract effective date and upon the County's request, the Contractor shall provide within 15 business days of the request, 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 the 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 the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the 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 D - 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 (County Code), a copy of which is attached as Exhibit H 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 Subparagraph, “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 Subparagraph. The provisions of this Subparagraph 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 Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 Subparagraph 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 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.
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. The Board 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. The Board 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

8.15.1 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. 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.

8.15.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the 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 Subparagraph 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 Subparagraph 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 Subparagraph, 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 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 Subparagraph 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 the 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 Sections 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 the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (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
Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012**

Contractor also shall promptly report to the 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 the 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 the 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 the 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. The 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 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 the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The 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 the 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 the 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 the 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 the 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 the County's determination of changes in risk exposures.

8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **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 the County will receive not less than 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.

8.25.4 **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the 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 TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, 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 TTC, 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 \$100 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, 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) business 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 Subparagraph 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 Subparagraph 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 Subparagraph 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 D - 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 Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 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 \$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 the County 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 the 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 TTC, 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 the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I 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 E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC, 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 Subparagraph 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 Invitation for Bids (IFB) 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. Under the California Government Code sections 6250 et seq., documents which are marked "trade secret," "confidential," or "proprietary," are exempt from disclosure under the Public Records Act. 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 the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 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 the County, provided that if any such material is located outside the 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 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 Subparagraph 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.

8.38.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to the County a complete set of

financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.39 RECYCLED BOND PAPER

Consistent with the Board's 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
Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

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 Subparagraph 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 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 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 8.52 "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 the County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 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.

8.43.2 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.

8.43.3 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 Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.44.1, 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 Subparagraph.

8.44.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.44.2 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

Subparagraph 8.44.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.44, or that the default was excusable under the provisions of Subparagraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.43, Termination for Convenience.
- 8.44.5 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 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.
- 8.45.2 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.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 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 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.

8.46.2 The rights and remedies of the County provided in this Subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 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.

8.48 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 Board 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.

8.49 USE OF COUNTY SEAL AND/OR TTC'S LOGO

The County claims right, title and interest in and to certain intellectual property, including but not limited to, the current and former County seals and the TTC logos (hereafter collectively "County Seals"). Except as expressly authorized, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.50 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.

8.51 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 Subparagraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 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.

8.52.2 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.

8.53 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 the 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 County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 GREEN INITIATIVES

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (SBE) Preference Program, as codified in Chapter 2.204 of the 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 SBE.

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 SBE.

9.2.4 If the Contractor has obtained certification as a Local SBE 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 (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of 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 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or

employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County, by order of its Board 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 thereof, the day and year first above written.

CONTRACTOR: Stanley G. Alexander, Inc.
dba Alexander's Mobility Services

Signed: *Mike Scaughnessy*

Printed: MIKE SCAUGHNESSY

Title: GM

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 *Sachelle Smitherman*
Deputy

COUNTY OF LOS ANGELES

By *Joe Yaroslavy*
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *Sachelle Smitherman*
DEPUTY



77709

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By *Sayuj Panicker*
Sayuj Panicker
Senior Associate County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10

DEC 13 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**CONTRACT PROVISIONS
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EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 Overview

The County of Los Angeles Treasurer and Tax Collector (TTC) serves as the County's Public Administrator and is responsible for administering decedents' estates in accordance with the California Probate Code §7600 et seq. Under contractual agreement with the County Public Guardian, the TTC also provides administrative services to the County Public Guardian as representative of certain conservatee estates. When a decedent's or conservatee's estate property requires Drayage Services, i.e., packing, moving and/or hauling of household goods, the TTC coordinates with a Drayage Contractor and directs the packing and crating of personal property designated for storage in the TTC's Warehouse located at 16610 Chestnut Avenue, City of Industry, California 91748 until it becomes necessary to sell, or otherwise, legally dispose of the property.

Two (2) Contractors currently handle Drayage Services for approximately 125 estates each year. There is an estimated 400 Drayage Service days or approximately 2,450 Drayage Service hours shared between two (2) Contractors per year. These services are requested for single-family structures, duplexes, triplexes, apartments, businesses, boat slips, vacant land, and other property managed by the TTC on an as needed basis. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the Drayage Services and the condition of the Drayage site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, which may include animal remains, feces, larva in decaying matter, residual body fluids, and personal effects of a decedent where cause of death may have been natural due to illness or communicable disease, etc.

- 1.2 The Contractor will be required to provide all services associated with the packing and moving of household goods (decedent's and conservatee's personal property) and other items that may be found on an estate site. The Contractor will be required, under the direction of TTC staff at the Drayage site, to pack, box, crate, load, and transport the personal property to the TTC's Warehouse. Crates must be delivered to the TTC's Warehouse in sufficient time to be unloaded by TTC staff before 4:00 p.m. Pacific Time (PT) on the same and/or last day of the Drayage. No estate property shall remain with the Contractor overnight. If necessary, empty crates shall be loaded by TTC staff onto the Contractor's truck(s) for the next day's Drayage activities.

- 1.3 Under no circumstances, regardless of value, is it allowable for Contractor or its employees to salvage any estate items for personal or other use. If any articles of value or of a salvageable nature are found, such articles shall be immediately turned over to the TTC. Any Contractor employee found to be in violation of this requirement shall be subject to immediate removal from the Contract and potential debarment.

- 1.4 Services shall be provided in strict accordance with all applicable laws and regulations and in conformity with industry standards. Contractor shall possess and maintain in an updated and current status all required licenses and permits during the term of the Contract and shall forward copies of current and periodically renewed licenses and permits to the TTC as evidence of regulatory compliance. Required licenses and permits include, but are not limited to, the following:
 - 1.4.1 Valid California Public Utilities Commission (PUC) Household Goods Carrier Permit;

 - 1.4.2 City, County, and State permits and licenses for all equipment and operations as required by local jurisdictions; and

 - 1.4.3 Valid, e.g., current, not expired, and not suspended, California driver licenses to be possessed by all Contractor's drivers.

2.0 WORK HOURS

- 2.1 The Contractor must have an employee available by telephone during the Contractor's work hours of 7:00 a.m. PT to 4:00 p.m. PT, Monday through Friday. The Contractor must return telephone calls to the TTC within 30 minutes of being phoned.

- 2.2 The Contractor is not required to provide services on County-recognized holidays. The following are the usual holidays observed by the County:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day

- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

3.1 County Project Director

- 3.1.1 The TTC shall assign a **County Project Director** to ensure that the objectives of this Agreement are met.
- 3.1.2 The County Project Director shall provide direction to the Contractor in areas relating to policy, information, and procedural requirements.

3.2 County Project Manager

- 3.2.1 The TTC shall select a **County Project Manager** to provide overall management and coordination of the Contract and act as the central liaison for the TTC and the County.
- 3.2.2 The County Project Manager shall monitor the Contractor's compliance with the Contract and overall performance with regards to all of the required services.
- 3.2.3 The County Project Manager shall review and authorize invoices.
- 3.2.4 The County Project Manager shall prepare Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1, Amendments and Change Notices, of the Sample Contract.

3.3 **County Project Monitor**

- 3.3.1 The TTC shall provide a **County Project Monitor** who will provide all day-to-day operational instructions and information, including scheduling and coordination of all Drayage Services requests and will serve as the Contractor's primary point-of-contact for issues and questions affecting the provision of contracted services.
- 3.3.2 The County Project Monitor shall monitor the Contractor's performance in the daily operation of this Contract.

CONTRACTOR

- 3.4 All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the responsibility to hire, suspend, discipline, or discharge them.
- 3.5 All personnel who provide services pursuant to the Contract must sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G, in the Contract. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC County Project Manager within five (5) business days of Contract award and of assigning a Contractor employee to the TTC's Contract.
- 3.6 All Contractor employees performing work under this Contract, pursuant to Appendix A, Sample Contract, Subparagraph 7.4, Background and Security Investigations, shall be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract or when requested by the TTC. Background investigation checks shall be performed in the manner and method required by the TTC, which may include, but is not limited to, LiveScan fingerprinting. Examples of disqualifying factors include, but are not limited to, conviction of bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury or possession or sale of, or attempt to sell, a controlled substance, or possession or sale of, or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, whether or not the Contractor's employees pass or fail the background clearance investigation.

- 3.7 The Contractor shall ensure a high standard of conduct of its personnel, including compliance at all times with any applicable State and Federal regulations related to the specific requirements of this Contract. The Contractor represents and warrants that the firm, its agents, and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with Contractor's duties under this Contract.
- 3.8 The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees, e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, or domestic partner are specifically prohibited from the following activities:
- 3.8.1 Directly or indirectly purchasing property from any TTC auction or sale;
 - 3.8.2 Entering into business partnerships with, or soliciting, or accepting business from any TTC employee;
 - 3.8.3 Renting or leasing any real property managed by the TTC; and
 - 3.8.4 No relatives shall work together at the same Drayage site or on the same truck at the same time.
- 3.9 **Contractor Project Manager**
- 3.9.1 Contractor shall provide a full-time **Project Manager** and a designated **Alternate Project Manager (Alternate)**. County must have access to the Project Manager or Alternate throughout the Term of Contract. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 7:00 a.m. PT through 4:00 p.m. PT each and every business day.
 - 3.9.2 Project Manager/Alternate shall act as a central point of contact with the County.
 - 3.9.3 Project Manager/Alternate shall have at least two (2) consecutive years of experience in providing Drayage Services.
 - 3.9.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

- 3.9.5 The TTC shall have the right to approve the assignment or replacement of any Contractor Project Manager/Alternate recommended by the Contractor.

3.10 Contractor Authorized Official

- 3.10.1 Contractor shall provide a full-time Contractor Authorized Official. The Authorized Official shall represent and warrant the Contract for the Contractor and 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.
- 3.10.2 The Authorized Official shall be designated to act on behalf of the Project Manager.
- 3.10.3 The TTC shall have the right to approve the assignment or replacement of any Authorized Official(s) recommended by the Contractor.

3.11 Contractor Personnel

- 3.11.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one (1) employee on the Drayage site shall be authorized to act for Contractor in every detail and must speak and understand English fluently.**
- 3.11.2 Contractor shall be required to perform background checks on their employees pursuant to Paragraph 7, Background and Security Investigations, of this Appendix B, SOW and as set forth in Subparagraph 7.4, Background and Security Investigations, of the Sample Contract.
- 3.11.3 Each Drayage crew (minimum of two (2) Contractor staff) shall have a responsible lead person to supervise the crew. Such lead person must speak English fluently, shall be able to receive and understand oral and/or written instructions from the TTC staff, and must have the ability to deliver those instructions accurately to the crew members.
- 3.11.4 The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.
- 3.11.5 Prior to the start of this Contract, Contractor shall provide to the TTC's Contracts Section, a preliminary pool/list of employees that will be

performing work under this Contract. Only those Contractor employees having passed the background investigation process in accordance with Paragraph 7, Background and Security Investigations, of this Appendix B, SOW, shall be permitted to work under this Contract. This approved list/pool of employees will be utilized by the County Project Manager to monitor job assignments and monitor Contractor employees at the job site.

- 3.11.6 Prior to the start of this Contract, Contractor shall provide all personnel with a standard photo identification badge acceptable to the TTC, which indicates the person's name, name of Contractor, and a statement which identifies the person as a Contractor/Contractor Employee for the TTC. Contractor's employees, while on duty, shall prominently display the photo identification badge on the upper part of their body.
- 3.11.7 As Contractor's approved list/pool of employees assigned to this Contract changes, Contractor shall within five (5) business days: 1) notify the TTC Contracts Section of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, and 2) the TTC Contracts Section has been notified of the employee's background investigation check clearance.

4.0 UNIFORMS AND IDENTIFICATION BADGES

- 4.1 Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls, or jackets) with Contractor's logo and name clearly visible in order to be easily identified by the public and by the TTC. In addition, Contractor's staff must display their photo identification badges prominently.
- 4.2 All uniforms and photo identification badges, as required and approved by the County Project Manager, or his/her designee, will be provided by and at Contractor's expense.
- 4.3 Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.3, Contractor's Staff Identification, of the Sample Contract.
- 4.4 Personnel assigned by Contractor to perform under this Contract shall at all times prominently display their photo identification badge and carry one (1) form of identification, e.g., California Driver License, California Identification Card, Matricula Consular, or Company Identification.

5.0 MATERIALS AND EQUIPMENT

- 5.1 The Contractor shall furnish all required trucks, all packing materials, e.g., packing boxes of various sizes, packing tape, bubble wrap, and shrink wrap. The TTC shall supply the moving crates and furniture blankets.
- 5.2 The purchase of all materials and equipment to provide the needed services, except for the crates and furniture pads provided by the TTC, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe and appropriate for packing, moving and storage of personal goods, safe for the environment, and safe for use by the Contractor's employees as needed.
- 5.3 The Contractor must be able to provide a minimum of three (3) trucks, of sufficient size, to carry out Drayage Services, yet be capable of maneuvering on residential streets and in mobile home parks. Trucks shall be equipped with a flat bed approximately 15' to 20' in length and have the capacity to handle three (3) to four (4) moving crates having dimensions of 7'h x 7'w x 5'd.
- 5.4 In the event that Contractor's equipment breaks down, the Contractor shall notify County Project Monitor immediately, no later than the end of the workday, that the equipment is inoperable and shall suggest a remedy to the problem. Contractor shall use rental equipment if the Contractor's equipment cannot be replaced within the next business day. Contractor shall not be reimbursed for rental equipment.

6.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

- 6.1 When requested to do so by the County Project Manager, any employee of the Contractor assigned to the County's contract, who is, in the opinion of the TTC, unsatisfactory, shall be immediately removed from servicing the Contract and shall be replaced by another Contractor employee within one (1) business day.
- 6.2 The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Subparagraph 8.40, Subcontracting, of the Contract are met.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by the TTC, which shall include, but not be limited to, LiveScan fingerprinting. Examples of

disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 7.2 The TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. The TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 7.3 The TTC, at its sole discretion, may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of the TTC whose background or conduct is incompatible with County facility access.
- 7.4 Disqualification, if any, of Contractor employees, pursuant to this Paragraph 7, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 The Contractor shall provide background investigation check updates for all employees in accordance with this Paragraph 7 and when changes occur in staffing or as requested by the TTC. Contractor shall not allow employees to work on any job for the TTC prior to successfully passing the background investigation check. Contractor shall comply with this Paragraph 7.
- 7.6 Following a Contractor employee's clearance, when applicable, the TTC will notify Contractor of any subsequent background results affecting the Contractor employee's ability to work under this Contract.

8.0 TRAINING

- 8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal OSHA standards.

9.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. PT to 4:00 p.m. PT, Monday through Friday, by at least one (1) employee who can respond to inquires and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.** Contractor's dispatch personnel must notify County Project Manager immediately of any truck breakdown or other problem with equipment or staffing during the course of providing Drayage Services. Dispatch or other Contractor personnel must keep County Project Manager informed during Contractor's resolution of the problem.

10.0 DRAYAGE SERVICES

- 10.1 The Contractor shall provide services on a daily basis, Monday through Friday, and accommodate a request for Drayage with less than one (1) business day's prior notice, i.e., notice could be made before the end of business, 4:00 p.m. PT, on a given day with a request for services for the following business day. Typically, the start time for a Drayage job is at 7:00 a.m. PT, however, the start time is contingent upon the discretion of the TTC.
- 10.2 The Contractor shall not opt out of a scheduled Drayage due to the complexity of a job or condition of a job or job site.
- 10.3 The Contractor shall determine the appropriate crew, number and size of trucks, and appropriate packing materials based upon the information received from TTC staff regarding the Drayage for a scheduled site. The TTC initiates all Drayage requests by telephone. Each request will identify the specific estate and location, contain information regarding the estimated volume of property to be drayed, and an estimate for the duration of the operation.
- 10.4 The Contractor shall adhere to scheduled Drayage appointments as assigned with appropriate equipment and manpower and must notify the County Project Manager or his/her designee immediately, if Contractor is unable to provide or complete scheduled Drayage. The TTC will determine whether to continue with the assigned Contractor or reassign the job to another Contractor.
- 10.5 The Contractor shall respond to emergencies during the business day within two (2) hours of being notified by the TTC. For example a call for services at 9:00 a.m. PT should be responded to no later than 11:00 a.m. PT the same business day.

- 10.6 The Contractor shall notify the County Project Manager, or his/her designee, in the event TTC staff is not present at the scheduled start time; TTC staff must be on site while work is performed by Contractor.
- 10.7 Contractor must arrive at the Drayage site at the scheduled time and use its best efforts to complete the Drayage in the time estimated. The Contractor shall ensure that its employees will perform services in a timely manner and not unnecessarily delay either the start of a job or the completion of a job.
- 10.8 Under the direction of TTC staff at the Drayage site, the Contractor will be required to provide all services associated with the packing and moving of household goods, i.e., decedent and conservatee personal property.
- 10.9 The Contractor shall pack, box, crate, load, and transport the personal property to the TTC's Warehouse. The Contractor shall perform these services in a manner consistent with industry standards that will prevent damage to estate property, County-owned property, and/or privately-owned property.
- 10.10 Contractor shall ensure proper shut off of all removable personal property appliances, devices, and venting apparatus that require disconnections from electric, water, and/or gas and will ensure that all lines are properly capped and/or shut off. Contractor shall be responsible for expenses or damages to property resulting from failure to properly disconnect devices and appliances, and/or failure to completely shut off supply connection or lines.
- 10.11 The Contractor shall be responsible and liable for any injury to persons or any damage to estate property, County-owned property, and/or privately-owned property that was incurred during the Drayage operation by Contractor staff. In the event of any damage, the Contractor shall provide all needed information to assist TTC staff in development of supporting documentation of the incident.
- 10.12 The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. The Contractor shall cooperate with the TTC to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for liability.
- 10.13 The TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in the Performance Requirements Summary (PRS) Chart, Technical Exhibit 2, of Appendix C.

- 10.14 Contractor charges begin when the crew begins work at the Drayage site. Contractor charges shall be inclusive of hours worked, excluding lunch breaks, until work period terminates for the day: (i) either at the Drayage site or (ii) after the final trip to the TTC's Warehouse after the crate(s) has/have been unloaded. Penalties will be assessed for fraudulent work hours claimed in accordance with the PRS Chart, of this IFB. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the County Project Manager or other designated authorized TTC personnel.
- 10.15 Pursuant to California Labor Code Section 512, if the Contractor staff's workday consists of more than five (5) hours, TTC staff shall request the Contractor staff to cease Drayage work for a meal period of not less than 30 minutes. Otherwise, a total of 30 minutes for a meal period will be deducted from charges for a Drayage job that lasts for five (5) hours or more per workday. In addition, no meal periods shall be allowed while in-transit.
- 10.16 The Contractor must notify the County Project Monitor by phone no later than 30 minutes of being informed by the Contractor's employee(s) when:
- the Contractor's employee(s) does not report to the job site at the scheduled time;
 - the Contractor's employee(s) leaves the job site at any given time during Contractor's work hours and the work is not completed;
 - the Contractor's equipment is not operable as referenced in Subparagraph 5.4; or
 - additional days are required to complete the work assignment.

The TTC will determine whether or not to reassign the job to another Contractor.

- 10.17 The Contractor shall provide and have available waterproof coverings for crated property to prevent water damage from rain.
- 10.18 From time to time, the TTC may request special services, such as, but not limited to, unique packaging or special handling of estate property. Fair and reasonable costs will be negotiated with the Contractor at time of service.
- 10.19 In the event the TTC requires concurrent or nearly concurrent Drayage and Cleanup and Trash Removal Services to be performed at the same job site, the TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.

- 10.20 If the Drayage Services Contractor and the Cleanup and Trash Removal Services Contractor are represented by the same firm or if independent firms should jointly request that the Drayage and Cleanup and Trash Removal Services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the County Project Manager is required before Drayage work shall begin.

11.0 QUALITY CONTROL

The Contractor shall establish, utilize, and maintain a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Contract and assure that the requirements of the Contract are met. The Plan shall be submitted to the County Project Manager for review and approval. The Plan shall include, but may not be limited to, the following:

- 11.1 Method of monitoring to ensure that Contract requirements are being met;
- 11.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to the County upon request;
- 11.3 The TTC expects a high standard of performance from the Contractor for the required services. The TTC shall work with the Contractor to help resolve any areas of difficulty brought to the attention of the TTC by the Contractor. However, the Contractor is expected to comply with all of the terms of any resultant Contract, not just the specific service requirements set forth in the PRS Chart, of this IFB;
- 11.4 On an ongoing basis, the Contractor's performance will be compared to all of the Contract standards and requirements. The TTC may use a variety of inspection methods to evaluate the Contractor's performance, including random sampling, 100% inspection of its output items on a periodic basis, whether daily, weekly, monthly, quarterly, semi-annually, or annually, as determined necessary to assure a sufficient evaluation of the Contractor's performance, reviews of reports and files, and/or investigation of complaints from TTC staff or the public;
- 11.5 The TTC shall, on a regular basis, monitor the Contractor's performance of the required services. The PRS Chart, of this IFB, displays major components of the required Drayage Services that will be monitored by the TTC during the term of this Contract. The PRS Chart indicates the required services with a SOW or Sample Contract reference, the standard of performance, the TTC's typical method of monitoring, and penalties for unsatisfactory performance. Penalties may be either deducted from the Contractor's invoices or billed directly to the

Contractor. Monitoring of the Contractor's performance will include, but will not be limited to, the following:

11.5.1 Compliance with Contract terms;

11.5.2 Ability to provide the Contract services;

11.5.3 Adherence to schedules and appointments; and

11.5.4 Ability to respond with appropriate crew, truck(s), and packing materials.

11.6 Penalties in the amount of \$150 per hour per incident may be imposed at the discretion of the TTC when Contractor is responsible for the delay in completion of a job for reasons including, but not limited to, the following:

11.6.1 Contractor's crew arrives late to a scheduled job, delaying the start of a Drayage;

11.6.2 Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck(s) and materials necessary to complete the Drayage;

11.6.3 Contractor's employees intentionally delay the start or completion of a job or negligently handle the work and/or estate property; or

11.6.4 The imposition of any and all penalties will be properly documented by the TTC and the dollar amount will be deducted from the payment of the Contractor's invoices.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.15, County's Quality Assurance Plan of the Sample Contract.

12.1 **Meetings**

Contractor is required to attend any regularly scheduled and/or agreed upon meetings. Failure to attend will cause a penalty of \$50 per occurrence.

12.2 **Contract Discrepancy Report (Technical Exhibit 1 of Appendix C)**

Verbal notification of a Contract discrepancy shall be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager shall determine whether a formal Contract Discrepancy Report (Report) may be issued. Upon receipt of this Report, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Report shall be submitted to the County Project Manager within ten (10) business days.

12.3 **County Observations**

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

DRAYAGE SERVICES PRICING SCHEDULE

Stanley G. Alexander, Inc. dba Alexander's Mobility Services

| 1. <u>Labor</u> | <u>Price</u> | <u>*Overtime Price</u> |
|------------------------|-----------------------|-------------------------------|
| 2 workers and 1 truck | \$ <u>69.00</u> /hour | \$ <u>76.00</u> /hour |
| Additional worker | \$ <u>23.00</u> /hour | \$ <u>30.00</u> /hour |

*** Overtime rates will not be paid unless specifically ordered and preauthorized by the TTC. Overtime begins after an eight (8) hour day.**

| 2. <u>Supplies</u> | <u>Price</u> |
|---------------------------------------|---------------------------|
| Carton - Small (approx. 1.5 Cu. Ft.) | \$ <u>0.85</u> /each |
| Carton - Medium (approx. 3.0 Cu. Ft.) | \$ <u>1.45</u> /each |
| Carton - Large (approx. 6.0 Cu. Ft.) | \$ <u>1.80</u> /each |
| Tape - Packing (2" wide) | \$ <u>no charge</u> /roll |

| 3. <u>Special Items</u> | <u>Price</u> |
|--------------------------------------|---------------------------|
| Bubble Wrap (approx. 3' – 5' wide) | \$ <u>no charge</u> /foot |
| Shrink Wrap (approx. 20" – 30" wide) | \$ <u>no charge</u> /yard |
| Carton - Dish Pack | \$ <u>3.25</u> /each |

| | <u>Price</u> | <u>*Overtime Price</u> |
|----------------------|-----------------------|-------------------------------|
| 1 worker and 1 truck | \$ <u>46.00</u> /hour | \$ <u>53.00</u> /hour |

EXHIBIT C

TECHNICAL EXHIBITS

**EXHIBIT C
TECHNICAL EXHIBITS
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**TECHNICAL EXHIBIT 1 - Statement of Work
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES |
|---|--|---|--|--|
| CONTRACT SECTION: | | | | |
| 7.1.1 | Contractor's Project Manager | Notify the TTC of changes, in name or address, within five (5) business days. | Review of reports and files. | \$50 per day that notification is late. |
| 7.5 | Confidentiality | Employee Acknowledgement and Confidentiality Agreement signed and provided within five (5) business days. | Receipt and review of documentation, and complaints. | \$100 per day per employee when form not signed. \$1,000 per unauthorized release of information. |
| 8.5 | Complaints | Policy provided within 15 business days of the County's request; handle complaints as required. | Receipt of policy, complaints, review of logs. | \$100 per day late. |
| 8.24 & 8.25 | Insurance Coverage Requirements | Insurance coverage maintained as required. | Receipt and review of insurance and documentation. | \$100 per day; Contract termination at the TTC's option. |
| 8.38 | Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.38. | Inspection of files. | \$50 per occurrence. |
| 8.38.4 | Submit Financial Statements | Provide required statements according to schedule. | Review of reports. | \$50 per each day late. |
| 8.40 | Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection and observation. | \$100 per occurrence; possible termination for default of contract. |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES | |
|---|--|--|---------------------------|--|---|
| EXHIBIT A – STATEMENT OF WORK SECTION: | | | | | |
| 1.3 | Prohibition from salvaging abandoned property | Under no circumstance, regardless of value, is it allowable for Contractor or its employees to salvage items for personal or other use. | None | On-site observation; reports by TTC staff. | Value of item removed assessed to Contractor; removal of individual from Contract. |
| 1.4.1 | Valid PUC Household Goods Carrier Permit | Current and valid permit maintained. | None | Receipt and review of documentation. | \$100 per day without permit; Contract termination at the TTC's option. |
| 1.4.2 | Required City, County, and State permits and licenses for equipment and operations | Current and valid City, County, and State permits and licenses for applicable equipment and operations maintained. | None | On-site observation; reports by TTC staff. | \$100 per day without permit and/or license; Contract termination at the TTC's option. |
| 1.4.3 | Staff drivers possess valid California Driver License | All Contractor's drivers shall possess valid California Driver License. | None | On-site observation; reports by TTC staff. | \$100 per day per driver without valid license; removal of individual as driver. |
| 3.11.5 & 3.11.6 | Qualified Contractor Staff | Contractor to provide and maintain a pool of acceptable employees prior to Contract start date and notify the TTC within five (5) business days as changes occur. | None | Review of submitted list and review of required updates. | \$500 for each day late after Contract start date and/or for each day late after five (5) business days as changes occur. |
| 4.0 | Uniforms and Identification Badges | Contractor's staff must wear identifiable uniforms with Contractor's logo and wear identification badges prominently. | None | On-site monitoring; report by TTC staff. | \$50 per day per employee per infraction. |
| 5.4 | Materials and Equipment | Contractor shall contact the County Project Monitor immediately, no later than the end of the workday, to notify that equipment has broken down and suggest solution to problem. | None | Inspection and monitoring. | \$500 per occurrence for failure to notify the County Project Monitor of equipment breakdown by end of workday. |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES | |
|---|---|---|---------------------------|---|---|
| EXHIBIT A – STATEMENT OF WORK SECTION (CONTINUED): | | | | | |
| 7.0 | Background check on all personnel performing services | Documentation of background check provided through LiveScan prior to providing services. | None | Receipt and review of documentation. | \$100 per day per employee when documentation not provided. |
| 10.1 | Compliance with services to be provided on a daily basis | Contractor shall respond for a Drayage job with less than a one (1) business day's prior notice from the TTC. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 10.2 | Compliance with Drayage Services | Contractor may not opt out of a scheduled Drayage. | None | On-site monitoring; report by TTC staff. | Contract termination at the TTC's option. |
| 10.4 | Adherence to appointments and providing appropriate resources | Contractor shall adhere to scheduled appointments with appropriate equipment and manpower, and must notify the TTC immediately if Contractor is unable to adhere to scheduled Drayage Services. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 10.5 | Compliance with emergency requests | Contractor shall respond during the business day within two (2) hours of being notified by the TTC. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 10.15 | Compliance with Drayage Services | Contractor charges begin when the crew begins work, excluding lunch breaks, until work terminates for the day. No meal periods allowed while in-transit. | None | On-site monitoring and observation; review of invoices. | \$500 per occurrence and subject to Contract terminations. |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES | |
|---|----------------------------------|---|---------------------------|--|---|
| EXHIBIT A – STATEMENT OF WORK SECTION (CONTINUED): | | | | | |
| 10.16 | Compliance with Drayage Services | Contractor shall immediately notify the TTC, no later than 30 minutes of being informed by the Contractor's employee(s), when Contractor employee(s) does not report or leaves the job site at any given time during Contractor's work hours and the work is not completed for the day. | None | On-site monitoring; report by TTC staff. | \$500 per occurrence for failure to notify the TTC if the Contractor's employee(s) does not report or leaves the job site at any given time during Contractor's work hours and the work is not completed for the day. |
| 11.0 | Quality Control Plan | Quality Control Plan provided by the Contractor on or before Contract start date and within five (5) business days as changes occur. Compliance with the provided Quality Control Plan and with any corrective action plans. | None | Receipt of Plan by Contract start date. | \$100 per occurrence for failure to provide Quality Control Plan on or before Contract start date and/or failure to provide Plan within five (5) business days as changes occur. \$500 for non-compliance to vendor's Quality Control Plan. \$100 per day for failure to comply w/corrective action plan. |
| 11.6.2 | Penalties | Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck and materials necessary to complete the Drayage. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 11.6.3 | Penalties | Contractor shall not delay completion of a job due to employee's tardiness nor intentionally delay a job; nor provide insufficient staff or materials. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay after assigned start time. |
| 12.1 | Meetings | Contractor is required to attend any previously scheduled and/or agreed upon meetings. | None | Attendance. | \$50 per occurrence. |

CONTRACTOR'S EEO CERTIFICATION

Stanley G. Alexander, Inc. dba Alexander's Mobility Services
 Contractor Name

2942 Dow Avenue, Tustin, CA 92780
 Address

953254661
 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 problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (✓) | () |

Michael Shaughnessy
 Signature

11/29/11
 Date

Michael Shaughnessy, General Manager
 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Craig R. Hendrickson
Title: Chief, Public Administrator Operations
Address: 320 West Temple Street, 8th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0404
Facsimile: (213) 617-7580
Email Address: chendrickson@ttc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ilse E. Hipfel
Title: Assistant Operations Chief
Address: 320 West Temple Street, 8th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 617-7580
Email Address: ihipfel@ttc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Luis Leyva
Title: Supervising Deputy Public Administrator
Address: 320 West Temple Street, 8th Floor
Los Angeles, CA 90012
Telephone: (213) 974-4804
Facsimile: (213) 617-7580
Email Address: lleyva@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Stanley G. Alexander, Inc. dba Alexander's Mobility Services**CONTRACT NO:** _____**CONTRACTOR'S PROJECT
MANAGER:**Name: James FellenzTitle: Project ManagerAddress: 2942 Dow Avenue
Tustin, CA 92780Telephone: (800) 722-6286Facsimile: (562) 696-6947Email Address: jfellenz@alexanders.net**ALTERNATE CONTRACTOR'S
PROJECT MANAGER:**Brandon CooleyDirector Commercial Operations12080 East Rivera Road
Santa Fe Springs, CA 90670(888) 267-0207(562) 696-6947bcooley@alexanders.net**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Mike ShaughnessyTitle: General ManagerAddress: 2942 Dow Avenue
Tustin, CA 92780Telephone: (800) 722-6286Facsimile: (714) 242-7776Email Address: mshaughnessy@alexanders.net**Notices to Contractor shall be sent to the following:**Name: James FellenzTitle: Project ManagerAddress: 2942 Dow Avenue
Tustin, CA 92780Telephone: (800) 722-6286Facsimile: (714) 242-7776Email Address: jfellenz@alexanders.net

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

STERLING VAN LINES, INC.

FOR

DRAYAGE SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
STERLING VAN LINES, INC.
FOR
DRAYAGE SERVICES**

This Contract and Exhibits made and entered into this 13th day of December, 2011 by and between the County of Los Angeles (County) and Sterling Van Lines, Inc. (Contractor). Sterling Van Lines, Inc. is located at 4550 East Olympic Boulevard, Los Angeles, California 90022.

RECITALS

WHEREAS, the California Probate Code requires the Public Administrator to administer decedent's estates; and

WHEREAS, the Treasurer and Tax Collector (TTC) serves as the Public Administrator for the County; and

WHEREAS, the TTC, under agreement with the County Public Guardian, provides services to conservatee's estates; and

WHEREAS, the TTC may provide Drayage Services to decedent's estates under its administration; during the course of estate administration and in accordance with the California Probate Code; and

WHEREAS, the TTC is responsible for decedent's and conservatee's estate administration and desires to engage Contractor to provide Drayage Services; and

WHEREAS, the County may contract with private businesses for Drayage Services; and

WHEREAS, the Contractor has submitted a bid to the TTC for the provision of Drayage Services and based upon the County's competitive bidding process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Contractor is a private firm specializing in providing Drayage Services; and

WHEREAS, this Contract is therefore authorized under the California Government Code, Section 31000, which authorizes the County's Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the TTC to administer this Contract; 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, I, and J 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 - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration

- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - 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 Subparagraph 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 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The firm that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in Exhibit F, Contractor's Administration.
- 2.5 **County Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.6 County Project Manager:** Person designated by the County's Project Director to manage the operations under this Contract.
- 2.7 County Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.10 Performance Requirements Summary:** Shall have the meaning set forth in Exhibit A, Statement of Work, Appendix C, Technical Exhibit 2, Performance Requirements Summary.
- 2.11 Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. The TTC serves as the Public Administrator for the County.
- 2.12 Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of the Public Guardian is to protect, care for, and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.

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 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 after execution by the Board, 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 TTC, or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the TTC 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 the TTC at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Contract Sum shall remain firm and fixed for the term of the Contract in accordance with Exhibit B, Pricing Schedule. The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to Contractor for provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule and shall not exceed \$200,000 for each Contract year throughout the Contract Term. Any adjustments to the Contract Sum shall be in accordance with Subparagraph 8.1.1.
- 5.2 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.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other

termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work 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 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The invoice must include all of the following information:

5.5.4.1 TTC Job Request Number;

5.5.4.2 Estate Number;

5.5.4.3 Estate name and address;

5.5.4.4 Dates of Drayage;

5.5.4.5 Starting and Quitting Time of Work Crew;

5.5.4.6 Listing of each employee and number of hours worked;

5.5.4.7 Listing of services performed, itemized by date;

5.5.4.8 Itemization of packing materials used (e.g., rolls of tape, cartons by size, etc.), the quantity of each, and their respective cost; and

5.5.4.9 Total Amount Due.

5.5.5 The TTC will not reimburse for rental of any specialty equipment unless previously approved in writing. If such reimbursement is approved, original rental receipts must accompany the invoice.

5.5.6 Invoices for fixed bid jobs must be accompanied by a copy of the TTC approved bid.

5.5.7 Double driving time will not be paid (i.e., driving time from Contractor's business location to job site and from the TTC Warehouse to Contractor's business location). Billable hours will commence at the drayage site after the truck(s) arrive(s) and when the work crew begins working and will terminate when the unloading is complete at the TTC Warehouse.

5.5.8 Overtime will not be paid unless specifically ordered and preauthorized by the TTC.

5.5.9 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.10 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles
Treasurer and Tax Collector
Accounts Payable Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

5.5.11 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.12 Local Small Business Enterprises (SBE) – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Subparagraphs is designated in Exhibit E - 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
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor;
- verifying and authorizing invoices; and
- preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1, Amendments and Change Notices, of the Sample Contract.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

A listing of all Contractor Administration referenced in the following Subparagraphs is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - 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 within five (5) business days of the change.

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 the County's Project Manager and the County's Contract Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have at least two (2) consecutive years of experience in providing Drayage services or services equivalent or similar to the services identified in Exhibit A, Statement of Work.

7.1.4 When the Contractor's Project Manager cannot be present, the Alternate Contractor's Project Manager (Alternate) shall be designated to act on behalf of the Project Manager.

7.2 Approval of Contractor's Staff

The 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 or Alternate.

7.3 Contractor's Staff Identification

Prior to the start of the Contract, Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. In addition, personnel assigned by Contractor to perform under this Contract shall at all times carry with them one (1) form of identification, e.g., California Driver License, California Identification Card, Matricula Consular, or Company Identification.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by the TTC, which shall include, but not be limited to, LiveScan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

7.4.2 The TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. The TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.

7.4.3 The 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.

- 7.4.5 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 7.4 and when changes occur in staffing or as requested by the TTC. Contractor shall not allow employees to work on any job for the TTC prior to successfully passing the background investigation check.
- 7.4.6 Following a Contractor employee's clearance, when applicable, the TTC will notify Contractor of any subsequent background results affecting the Contractor employee's ability to work under 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 the 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 the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the 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 the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 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 the Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total Contract Sum for a particular Contact year based on an increase in work volume or special projects. Any such change shall be in writing and signed by the Contractor and the TTC or his/her designee.
- 8.1.2 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the TTC or his/her designee
- 8.1.3 The Board 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 Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC or his/her designee.

- 8.1.4 The TTC or his/her 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 the TTC or his/her 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 the TTC, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the TTC consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at the TTC's sole discretion, against the claims, which the Contractor may have against the TTC.
- 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 the TTC 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 the TTC'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, the TTC 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 Board 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 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 After Contract effective date and upon the County's request, the Contractor shall provide within 15 business days of the request, 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 the 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 the 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 the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the 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 D - 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 (County Code), a copy of which is attached as Exhibit H 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 Subparagraph, “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 Subparagraph. The provisions of this Subparagraph 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 Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 Subparagraph 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 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.
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. The Board 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. The Board 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

8.15.1 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. 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.

8.15.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the 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 Subparagraph 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 Subparagraph 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 Subparagraph, 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 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 Subparagraph 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 the 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 Sections 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 the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (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
Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012**

Contractor also shall promptly report to the 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 the 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 the 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 the 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. The 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 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 the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The 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 the 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 the 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 the 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 the 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 the County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **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 the County will receive not less than 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.

8.25.4 **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the 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 TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, 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 TTC, 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 \$100 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, 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) business 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 Subparagraph 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 Subparagraph 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 Subparagraph 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 D - 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 Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 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 \$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 the County 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 the 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 TTC, 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 the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I 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 E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC, 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 Subparagraph 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 Invitation for Bids (IFB) 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. Under the California Government Code sections 6250 et seq., documents which are marked "trade secret," "confidential," or "proprietary," are exempt from disclosure under the Public Records Act. 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 the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 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 the County, provided that if any such material is located outside the 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 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 Subparagraph 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.

8.38.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to the County a complete set of

financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.39 RECYCLED BOND PAPER

Consistent with the Board's 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
Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

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 Subparagraph 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 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 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 8.52 "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 the County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 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.

8.43.2 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.

8.43.3 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 Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.44.1, 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 Subparagraph.

8.44.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.44.2 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

Subparagraph 8.44.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.44, or that the default was excusable under the provisions of Subparagraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.43, Termination for Convenience.
- 8.44.5 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 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.
- 8.45.2 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.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 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 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.

8.46.2 The rights and remedies of the County provided in this Subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 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.

8.48 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 Board 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.

8.49 USE OF COUNTY SEAL AND/OR TTC'S LOGO

The County claims right, title and interest in and to certain intellectual property, including but not limited to, the current and former County seals and the TTC logos (hereafter collectively "County Seals"). Except as expressly authorized, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.50 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.

8.51 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 Subparagraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 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.

8.52.2 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.

8.53 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 the 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 County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 GREEN INITIATIVES

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (SBE) Preference Program, as codified in Chapter 2.204 of the 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 SBE.

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 SBE.

9.2.4 If the Contractor has obtained certification as a Local SBE 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 (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of 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 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or

employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County, by order of its Board 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 thereof, the day and year first above written.

CONTRACTOR: Sterling Van Lines, Inc.

Signed: *[Signature]*

Printed: CONRAD E. CASSIDY

Title: PRES.

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 *Rachelle Amitherman*
Deputy

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *Rachelle Amitherman*
DEPUTY



APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By *Sayuj Panicker*
Sayuj Panicker
Senior Associate County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10th

DEC 13 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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**CONTRACT PROVISIONS
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EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 Overview

The County of Los Angeles Treasurer and Tax Collector (TTC) serves as the County's Public Administrator and is responsible for administering decedents' estates in accordance with the California Probate Code §7600 et seq. Under contractual agreement with the County Public Guardian, the TTC also provides administrative services to the County Public Guardian as representative of certain conservatee estates. When a decedent's or conservatee's estate property requires Drayage Services, i.e., packing, moving and/or hauling of household goods, the TTC coordinates with a Drayage Contractor and directs the packing and crating of personal property designated for storage in the TTC's Warehouse located at 16610 Chestnut Avenue, City of Industry, California 91748 until it becomes necessary to sell, or otherwise, legally dispose of the property.

Two (2) Contractors currently handle Drayage Services for approximately 125 estates each year. There is an estimated 400 Drayage Service days or approximately 2,450 Drayage Service hours shared between two (2) Contractors per year. These services are requested for single-family structures, duplexes, triplexes, apartments, businesses, boat slips, vacant land, and other property managed by the TTC on an as needed basis. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the Drayage Services and the condition of the Drayage site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, which may include animal remains, feces, larva in decaying matter, residual body fluids, and personal effects of a decedent where cause of death may have been natural due to illness or communicable disease, etc.

- 1.2 The Contractor will be required to provide all services associated with the packing and moving of household goods (decedent's and conservatee's personal property) and other items that may be found on an estate site. The Contractor will be required, under the direction of TTC staff at the Drayage site, to pack, box, crate, load, and transport the personal property to the TTC's Warehouse. Crates must be delivered to the TTC's Warehouse in sufficient time to be unloaded by TTC staff before 4:00 p.m. Pacific Time (PT) on the same and/or last day of the Drayage. No estate property shall remain with the Contractor overnight. If necessary, empty crates shall be loaded by TTC staff onto the Contractor's truck(s) for the next day's Drayage activities.

- 1.3 Under no circumstances, regardless of value, is it allowable for Contractor or its employees to salvage any estate items for personal or other use. If any articles of value or of a salvageable nature are found, such articles shall be immediately turned over to the TTC. Any Contractor employee found to be in violation of this requirement shall be subject to immediate removal from the Contract and potential debarment.

- 1.4 Services shall be provided in strict accordance with all applicable laws and regulations and in conformity with industry standards. Contractor shall possess and maintain in an updated and current status all required licenses and permits during the term of the Contract and shall forward copies of current and periodically renewed licenses and permits to the TTC as evidence of regulatory compliance. Required licenses and permits include, but are not limited to, the following:
 - 1.4.1 Valid California Public Utilities Commission (PUC) Household Goods Carrier Permit;

 - 1.4.2 City, County, and State permits and licenses for all equipment and operations as required by local jurisdictions; and

 - 1.4.3 Valid, e.g., current, not expired, and not suspended, California driver licenses to be possessed by all Contractor's drivers.

2.0 WORK HOURS

- 2.1 The Contractor must have an employee available by telephone during the Contractor's work hours of 7:00 a.m. PT to 4:00 p.m. PT, Monday through Friday. The Contractor must return telephone calls to the TTC within 30 minutes of being phoned.

- 2.2 The Contractor is not required to provide services on County-recognized holidays. The following are the usual holidays observed by the County:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day

- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

3.1 County Project Director

- 3.1.1 The TTC shall assign a **County Project Director** to ensure that the objectives of this Agreement are met.
- 3.1.2 The County Project Director shall provide direction to the Contractor in areas relating to policy, information, and procedural requirements.

3.2 County Project Manager

- 3.2.1 The TTC shall select a **County Project Manager** to provide overall management and coordination of the Contract and act as the central liaison for the TTC and the County.
- 3.2.2 The County Project Manager shall monitor the Contractor's compliance with the Contract and overall performance with regards to all of the required services.
- 3.2.3 The County Project Manager shall review and authorize invoices.
- 3.2.4 The County Project Manager shall prepare Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1, Amendments and Change Notices, of the Sample Contract.

3.3 **County Project Monitor**

- 3.3.1 The TTC shall provide a **County Project Monitor** who will provide all day-to-day operational instructions and information, including scheduling and coordination of all Drayage Services requests and will serve as the Contractor's primary point-of-contact for issues and questions affecting the provision of contracted services.
- 3.3.2 The County Project Monitor shall monitor the Contractor's performance in the daily operation of this Contract.

CONTRACTOR

- 3.4 All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the responsibility to hire, suspend, discipline, or discharge them.
- 3.5 All personnel who provide services pursuant to the Contract must sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G, in the Contract. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC County Project Manager within five (5) business days of Contract award and of assigning a Contractor employee to the TTC's Contract.
- 3.6 All Contractor employees performing work under this Contract, pursuant to Appendix A, Sample Contract, Subparagraph 7.4, Background and Security Investigations, shall be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract or when requested by the TTC. Background investigation checks shall be performed in the manner and method required by the TTC, which may include, but is not limited to, LiveScan fingerprinting. Examples of disqualifying factors include, but are not limited to, conviction of bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury or possession or sale of, or attempt to sell, a controlled substance, or possession or sale of, or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, whether or not the Contractor's employees pass or fail the background clearance investigation.

- 3.7 The Contractor shall ensure a high standard of conduct of its personnel, including compliance at all times with any applicable State and Federal regulations related to the specific requirements of this Contract. The Contractor represents and warrants that the firm, its agents, and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with Contractor's duties under this Contract.
- 3.8 The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees, e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, or domestic partner are specifically prohibited from the following activities:
- 3.8.1 Directly or indirectly purchasing property from any TTC auction or sale;
 - 3.8.2 Entering into business partnerships with, or soliciting, or accepting business from any TTC employee;
 - 3.8.3 Renting or leasing any real property managed by the TTC; and
 - 3.8.4 No relatives shall work together at the same Drayage site or on the same truck at the same time.
- 3.9 **Contractor Project Manager**
- 3.9.1 Contractor shall provide a full-time **Project Manager** and a designated **Alternate Project Manager (Alternate)**. County must have access to the Project Manager or Alternate throughout the Term of Contract. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 7:00 a.m. PT through 4:00 p.m. PT each and every business day.
 - 3.9.2 Project Manager/Alternate shall act as a central point of contact with the County.
 - 3.9.3 Project Manager/Alternate shall have at least two (2) consecutive years of experience in providing Drayage Services.
 - 3.9.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

- 3.9.5 The TTC shall have the right to approve the assignment or replacement of any Contractor Project Manager/Alternate recommended by the Contractor.

3.10 Contractor Authorized Official

- 3.10.1 Contractor shall provide a full-time Contractor Authorized Official. The Authorized Official shall represent and warrant the Contract for the Contractor and 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.
- 3.10.2 The Authorized Official shall be designated to act on behalf of the Project Manager.
- 3.10.3 The TTC shall have the right to approve the assignment or replacement of any Authorized Official(s) recommended by the Contractor.

3.11 Contractor Personnel

- 3.11.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one (1) employee on the Drayage site shall be authorized to act for Contractor in every detail and must speak and understand English fluently.**
- 3.11.2 Contractor shall be required to perform background checks on their employees pursuant to Paragraph 7, Background and Security Investigations, of this Appendix B, SOW and as set forth in Subparagraph 7.4, Background and Security Investigations, of the Sample Contract.
- 3.11.3 Each Drayage crew (minimum of two (2) Contractor staff) shall have a responsible lead person to supervise the crew. Such lead person must speak English fluently, shall be able to receive and understand oral and/or written instructions from the TTC staff, and must have the ability to deliver those instructions accurately to the crew members.
- 3.11.4 The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.
- 3.11.5 Prior to the start of this Contract, Contractor shall provide to the TTC's Contracts Section, a preliminary pool/list of employees that will be

performing work under this Contract. Only those Contractor employees having passed the background investigation process in accordance with Paragraph 7, Background and Security Investigations, of this Appendix B, SOW, shall be permitted to work under this Contract. This approved list/pool of employees will be utilized by the County Project Manager to monitor job assignments and monitor Contractor employees at the job site.

- 3.11.6 Prior to the start of this Contract, Contractor shall provide all personnel with a standard photo identification badge acceptable to the TTC, which indicates the person's name, name of Contractor, and a statement which identifies the person as a Contractor/Contractor Employee for the TTC. Contractor's employees, while on duty, shall prominently display the photo identification badge on the upper part of their body.
- 3.11.7 As Contractor's approved list/pool of employees assigned to this Contract changes, Contractor shall within five (5) business days: 1) notify the TTC Contracts Section of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, and 2) the TTC Contracts Section has been notified of the employee's background investigation check clearance.

4.0 UNIFORMS AND IDENTIFICATION BADGES

- 4.1 Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls, or jackets) with Contractor's logo and name clearly visible in order to be easily identified by the public and by the TTC. In addition, Contractor's staff must display their photo identification badges prominently.
- 4.2 All uniforms and photo identification badges, as required and approved by the County Project Manager, or his/her designee, will be provided by and at Contractor's expense.
- 4.3 Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.3, Contractor's Staff Identification, of the Sample Contract.
- 4.4 Personnel assigned by Contractor to perform under this Contract shall at all times prominently display their photo identification badge and carry one (1) form of identification, e.g., California Driver License, California Identification Card, Matricula Consular, or Company Identification.

5.0 MATERIALS AND EQUIPMENT

- 5.1 The Contractor shall furnish all required trucks, all packing materials, e.g., packing boxes of various sizes, packing tape, bubble wrap, and shrink wrap. The TTC shall supply the moving crates and furniture blankets.
- 5.2 The purchase of all materials and equipment to provide the needed services, except for the crates and furniture pads provided by the TTC, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe and appropriate for packing, moving and storage of personal goods, safe for the environment, and safe for use by the Contractor's employees as needed.
- 5.3 The Contractor must be able to provide a minimum of three (3) trucks, of sufficient size, to carry out Drayage Services, yet be capable of maneuvering on residential streets and in mobile home parks. Trucks shall be equipped with a flat bed approximately 15' to 20' in length and have the capacity to handle three (3) to four (4) moving crates having dimensions of 7'h x 7'w x 5'd.
- 5.4 In the event that Contractor's equipment breaks down, the Contractor shall notify County Project Monitor immediately, no later than the end of the workday, that the equipment is inoperable and shall suggest a remedy to the problem. Contractor shall use rental equipment if the Contractor's equipment cannot be replaced within the next business day. Contractor shall not be reimbursed for rental equipment.

6.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

- 6.1 When requested to do so by the County Project Manager, any employee of the Contractor assigned to the County's contract, who is, in the opinion of the TTC, unsatisfactory, shall be immediately removed from servicing the Contract and shall be replaced by another Contractor employee within one (1) business day.
- 6.2 The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Subparagraph 8.40, Subcontracting, of the Contract are met.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by the TTC, which shall include, but not be limited to, LiveScan fingerprinting. Examples of

disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 7.2 The TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. The TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 7.3 The TTC, at its sole discretion, may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of the TTC whose background or conduct is incompatible with County facility access.
- 7.4 Disqualification, if any, of Contractor employees, pursuant to this Paragraph 7, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 The Contractor shall provide background investigation check updates for all employees in accordance with this Paragraph 7 and when changes occur in staffing or as requested by the TTC. Contractor shall not allow employees to work on any job for the TTC prior to successfully passing the background investigation check. Contractor shall comply with this Paragraph 7.
- 7.6 Following a Contractor employee's clearance, when applicable, the TTC will notify Contractor of any subsequent background results affecting the Contractor employee's ability to work under this Contract.

8.0 TRAINING

- 8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal OSHA standards.

9.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. PT to 4:00 p.m. PT, Monday through Friday, by at least one (1) employee who can respond to inquires and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.** Contractor's dispatch personnel must notify County Project Manager immediately of any truck breakdown or other problem with equipment or staffing during the course of providing Drayage Services. Dispatch or other Contractor personnel must keep County Project Manager informed during Contractor's resolution of the problem.

10.0 DRAYAGE SERVICES

- 10.1 The Contractor shall provide services on a daily basis, Monday through Friday, and accommodate a request for Drayage with less than one (1) business day's prior notice, i.e., notice could be made before the end of business, 4:00 p.m. PT, on a given day with a request for services for the following business day. Typically, the start time for a Drayage job is at 7:00 a.m. PT, however, the start time is contingent upon the discretion of the TTC.
- 10.2 The Contractor shall not opt out of a scheduled Drayage due to the complexity of a job or condition of a job or job site.
- 10.3 The Contractor shall determine the appropriate crew, number and size of trucks, and appropriate packing materials based upon the information received from TTC staff regarding the Drayage for a scheduled site. The TTC initiates all Drayage requests by telephone. Each request will identify the specific estate and location, contain information regarding the estimated volume of property to be drayed, and an estimate for the duration of the operation.
- 10.4 The Contractor shall adhere to scheduled Drayage appointments as assigned with appropriate equipment and manpower and must notify the County Project Manager or his/her designee immediately, if Contractor is unable to provide or complete scheduled Drayage. The TTC will determine whether to continue with the assigned Contractor or reassign the job to another Contractor.
- 10.5 The Contractor shall respond to emergencies during the business day within two (2) hours of being notified by the TTC. For example a call for services at 9:00 a.m. PT should be responded to no later than 11:00 a.m. PT the same business day.

- 10.6 The Contractor shall notify the County Project Manager, or his/her designee, in the event TTC staff is not present at the scheduled start time; TTC staff must be on site while work is performed by Contractor.
- 10.7 Contractor must arrive at the Drayage site at the scheduled time and use its best efforts to complete the Drayage in the time estimated. The Contractor shall ensure that its employees will perform services in a timely manner and not unnecessarily delay either the start of a job or the completion of a job.
- 10.8 Under the direction of TTC staff at the Drayage site, the Contractor will be required to provide all services associated with the packing and moving of household goods, i.e., decedent and conservatee personal property.
- 10.9 The Contractor shall pack, box, crate, load, and transport the personal property to the TTC's Warehouse. The Contractor shall perform these services in a manner consistent with industry standards that will prevent damage to estate property, County-owned property, and/or privately-owned property.
- 10.10 Contractor shall ensure proper shut off of all removable personal property appliances, devices, and venting apparatus that require disconnections from electric, water, and/or gas and will ensure that all lines are properly capped and/or shut off. Contractor shall be responsible for expenses or damages to property resulting from failure to properly disconnect devices and appliances, and/or failure to completely shut off supply connection or lines.
- 10.11 The Contractor shall be responsible and liable for any injury to persons or any damage to estate property, County-owned property, and/or privately-owned property that was incurred during the Drayage operation by Contractor staff. In the event of any damage, the Contractor shall provide all needed information to assist TTC staff in development of supporting documentation of the incident.
- 10.12 The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. The Contractor shall cooperate with the TTC to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for liability.
- 10.13 The TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in the Performance Requirements Summary (PRS) Chart, Technical Exhibit 2, of Appendix C.

- 10.14 Contractor charges begin when the crew begins work at the Drayage site. Contractor charges shall be inclusive of hours worked, excluding lunch breaks, until work period terminates for the day: (i) either at the Drayage site or (ii) after the final trip to the TTC's Warehouse after the crate(s) has/have been unloaded. Penalties will be assessed for fraudulent work hours claimed in accordance with the PRS Chart, of this IFB. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the County Project Manager or other designated authorized TTC personnel.
- 10.15 Pursuant to California Labor Code Section 512, if the Contractor staff's workday consists of more than five (5) hours, TTC staff shall request the Contractor staff to cease Drayage work for a meal period of not less than 30 minutes. Otherwise, a total of 30 minutes for a meal period will be deducted from charges for a Drayage job that lasts for five (5) hours or more per workday. In addition, no meal periods shall be allowed while in-transit.
- 10.16 The Contractor must notify the County Project Monitor by phone no later than 30 minutes of being informed by the Contractor's employee(s) when:
- the Contractor's employee(s) does not report to the job site at the scheduled time;
 - the Contractor's employee(s) leaves the job site at any given time during Contractor's work hours and the work is not completed;
 - the Contractor's equipment is not operable as referenced in Subparagraph 5.4; or
 - additional days are required to complete the work assignment.

The TTC will determine whether or not to reassign the job to another Contractor.

- 10.17 The Contractor shall provide and have available waterproof coverings for crated property to prevent water damage from rain.
- 10.18 From time to time, the TTC may request special services, such as, but not limited to, unique packaging or special handling of estate property. Fair and reasonable costs will be negotiated with the Contractor at time of service.
- 10.19 In the event the TTC requires concurrent or nearly concurrent Drayage and Cleanup and Trash Removal Services to be performed at the same job site, the TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.

- 10.20 If the Drayage Services Contractor and the Cleanup and Trash Removal Services Contractor are represented by the same firm or if independent firms should jointly request that the Drayage and Cleanup and Trash Removal Services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the County Project Manager is required before Drayage work shall begin.

11.0 QUALITY CONTROL

The Contractor shall establish, utilize, and maintain a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Contract and assure that the requirements of the Contract are met. The Plan shall be submitted to the County Project Manager for review and approval. The Plan shall include, but may not be limited to, the following:

- 11.1 Method of monitoring to ensure that Contract requirements are being met;
- 11.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to the County upon request;
- 11.3 The TTC expects a high standard of performance from the Contractor for the required services. The TTC shall work with the Contractor to help resolve any areas of difficulty brought to the attention of the TTC by the Contractor. However, the Contractor is expected to comply with all of the terms of any resultant Contract, not just the specific service requirements set forth in the PRS Chart, of this IFB;
- 11.4 On an ongoing basis, the Contractor's performance will be compared to all of the Contract standards and requirements. The TTC may use a variety of inspection methods to evaluate the Contractor's performance, including random sampling, 100% inspection of its output items on a periodic basis, whether daily, weekly, monthly, quarterly, semi-annually, or annually, as determined necessary to assure a sufficient evaluation of the Contractor's performance, reviews of reports and files, and/or investigation of complaints from TTC staff or the public;
- 11.5 The TTC shall, on a regular basis, monitor the Contractor's performance of the required services. The PRS Chart, of this IFB, displays major components of the required Drayage Services that will be monitored by the TTC during the term of this Contract. The PRS Chart indicates the required services with a SOW or Sample Contract reference, the standard of performance, the TTC's typical method of monitoring, and penalties for unsatisfactory performance. Penalties may be either deducted from the Contractor's invoices or billed directly to the

Contractor. Monitoring of the Contractor's performance will include, but will not be limited to, the following:

11.5.1 Compliance with Contract terms;

11.5.2 Ability to provide the Contract services;

11.5.3 Adherence to schedules and appointments; and

11.5.4 Ability to respond with appropriate crew, truck(s), and packing materials.

11.6 Penalties in the amount of \$150 per hour per incident may be imposed at the discretion of the TTC when Contractor is responsible for the delay in completion of a job for reasons including, but not limited to, the following:

11.6.1 Contractor's crew arrives late to a scheduled job, delaying the start of a Drayage;

11.6.2 Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck(s) and materials necessary to complete the Drayage;

11.6.3 Contractor's employees intentionally delay the start or completion of a job or negligently handle the work and/or estate property; or

11.6.4 The imposition of any and all penalties will be properly documented by the TTC and the dollar amount will be deducted from the payment of the Contractor's invoices.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.15, County's Quality Assurance Plan of the Sample Contract.

12.1 **Meetings**

Contractor is required to attend any regularly scheduled and/or agreed upon meetings. Failure to attend will cause a penalty of \$50 per occurrence.

12.2 **Contract Discrepancy Report (Technical Exhibit 1 of Appendix C)**

Verbal notification of a Contract discrepancy shall be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager shall determine whether a formal Contract Discrepancy Report (Report) may be issued. Upon receipt of this Report, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Report shall be submitted to the County Project Manager within ten (10) business days.

12.3 **County Observations**

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

DRAYAGE SERVICES PRICING SCHEDULE

Sterling Van Lines, Inc.

| 1. <u>Labor</u> | <u>Price</u> | <u>*Overtime Price</u> |
|------------------------|-----------------------|-------------------------------|
| 2 workers and 1 truck | \$ <u>73.00</u> /hour | \$ <u>98.00</u> /hour |
| Additional worker | \$ <u>24.00</u> /hour | \$ <u>36.00</u> /hour |

*** Overtime rates will not be paid unless specifically ordered and preauthorized by the TTC. Overtime begins after an eight (8) hour day.**

| 2. <u>Supplies</u> | <u>Price</u> |
|---------------------------------------|----------------------|
| Carton - Small (approx. 1.5 Cu. Ft.) | \$ <u>1.75</u> /each |
| Carton - Medium (approx. 3.0 Cu. Ft.) | \$ <u>2.10</u> /each |
| Carton - Large (approx. 6.0 Cu. Ft.) | \$ <u>3.00</u> /each |
| Tape - Packing (2" wide) | \$ <u>2.00</u> /roll |

| 3. <u>Special Items</u> | <u>Price</u> |
|--------------------------------------|----------------------|
| Bubble Wrap (approx. 3' – 5' wide) | \$ <u>0.50</u> /foot |
| Shrink Wrap (approx. 20" – 30" wide) | \$ <u>.09</u> /yard |
| Carton - Dish Pack | \$ <u>3.50</u> /each |

| | <u>Price</u> | <u>*Overtime Price</u> |
|----------------------|-----------------------|-------------------------------|
| 1 worker and 1 truck | \$ <u>59.00</u> /hour | \$ <u>80.00</u> /hour |

EXHIBIT C

TECHNICAL EXHIBITS

**EXHIBIT C
TECHNICAL EXHIBITS
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TECHNICAL EXHIBIT 2 – Statement of Work

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES |
|---|---|---------------------------|--|--|
| CONTRACT SECTION: | | | | |
| 7.1.1 Contractor's Project Manager | Notify the TTC of changes, in name or address, within five (5) business days. | None | Review of reports and files. | \$50 per day that notification is late. |
| 7.5 Confidentiality | Employee Acknowledgement and Confidentiality Agreement signed and provided within five (5) business days. | None | Receipt and review of documentation, and complaints. | \$100 per day per employee when form not signed. \$1,000 per unauthorized release of information. |
| 8.5 Complaints | Policy provided within 15 business days of the County's request; handle complaints as required. | None | Receipt of policy, complaints, review of logs. | \$100 per day late. |
| 8.24 & 8.25 Insurance Coverage Requirements | Insurance coverage maintained as required. | None | Receipt and review of insurance and documentation. | \$100 per day; Contract termination at the TTC's option. |
| 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.38. | None | Inspection of files. | \$50 per occurrence. |
| 8.38.4 Submit Financial Statements | Provide required statements according to schedule. | One (1) business day late | Review of reports. | \$50 per each day late. |
| 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | None | Inspection and observation. | \$100 per occurrence; possible termination for default of contract. |

TECHNICAL EXHIBIT 2 – Statement of Work

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES |
|--|--|---------------------------|--|---|
| EXHIBIT A – STATEMENT OF WORK SECTION: | | | | |
| 1.3 Prohibition from salvaging abandoned property | Under no circumstance, regardless of value, is it allowable for Contractor or its employees to salvage items for personal or other use. | None | On-site observation; reports by TTC staff. | Value of item removed assessed to Contractor; removal of individual from Contract. |
| 1.4.1 Valid PUC Household Goods Carrier Permit | Current and valid permit maintained. | None | Receipt and review of documentation. | \$100 per day without permit; Contract termination at the TTC's option. |
| 1.4.2 Required City, County, and State permits and licenses for equipment and State permits and applicable equipment and operations | Current and valid City, County, and State permits and licenses for applicable equipment and operations maintained. | None | On-site observation; reports by TTC staff. | \$100 per day without permit and/or license; Contract termination at the TTC's option. |
| 1.4.3 Staff drivers possess valid California Driver License | All Contractor's drivers shall possess valid California Driver License. | None | On-site observation; reports by TTC staff. | \$100 per day per driver without valid license; removal of individual as driver. |
| 3.11.5 & 3.11.6 Qualified Contractor Staff | Contractor to provide and maintain a pool of acceptable employees prior to Contract start date and notify the TTC within five (5) business days as changes occur. | None | Review of submitted list and review of required updates. | \$500 for each day late after Contract start date and/or for each day late after five (5) business days as changes occur. |
| 4.0 Uniforms and Identification Badges | Contractor's staff must wear identifiable uniforms with Contractor's logo and wear identification badges prominently. | None | On-site monitoring; report by TTC staff. | \$50 per day per employee per infraction. |
| 5.4 Materials and Equipment | Contractor shall contact the County Project Monitor immediately, no later than the end of the workday, to notify that equipment has broken down and suggest solution to problem. | None | Inspection and monitoring. | \$500 per occurrence for failure to notify the County Project Monitor of equipment breakdown by end of workday. |

TECHNICAL EXHIBIT 2 – Statement of Work

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES |
|---|---|---------------------------|---|---|
| EXHIBIT A – STATEMENT OF WORK SECTION (CONTINUED): | | | | |
| 7.0 Background check on all personnel performing services | Documentation of background check provided through LiveScan prior to providing services. | None | Receipt and review of documentation. | \$100 per day per employee when documentation not provided. |
| 10.1 Compliance with services to be provided on a daily basis | Contractor shall respond for a Drayage job with less than a one (1) business day's prior notice from the TTC. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 10.2 Compliance with Drayage Services | Contractor may not opt out of a scheduled Drayage. | None | On-site monitoring; report by TTC staff. | Contract termination at the TTC's option. |
| 10.4 Adherence to appointments and providing appropriate resources | Contractor shall adhere to scheduled appointments with appropriate equipment and manpower, and must notify the TTC immediately if Contractor is unable to adhere to scheduled Drayage Services. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 10.5 Compliance with emergency requests | Contractor shall respond during the business day within two (2) hours of being notified by the TTC. | None | On-site monitoring; report by TTC staff. | \$150 per hour per incident for Contractor delay. |
| 10.15 Compliance with Drayage Services | Contractor charges begin when the crew begins work, excluding lunch breaks, until work terminates for the day. No meal periods allowed while in-transit. | None | On-site monitoring and observation; review of invoices. | \$500 per occurrence and subject to Contract terminations. |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS | STANDARD OF PERFORMANCE | MAXIMUM ALLOWED DEVIATION | TYPICAL MONITORING METHOD | PENALTIES |
|---|-------------------------|---------------------------|---------------------------|-----------|
|---|-------------------------|---------------------------|---------------------------|-----------|

EXHIBIT A – STATEMENT OF WORK SECTION (CONTINUED):

| | | | | |
|---|--|-------------|---|--|
| <p>10.16 Compliance with Drayage Services</p> | <p>Contractor shall immediately notify the TTC, no later than 30 minutes of being informed by the Contractor's employee(s), when Contractor employee(s) does not report or leaves the job site at any given time during Contractor's work hours and the work is not completed for the day.</p> | <p>None</p> | <p>On-site monitoring; report by TTC staff.</p> | <p>\$500 per occurrence for failure to notify the TTC if the Contractor's employee(s) does not report or leaves the job site at any given time during Contractor's work hours and the work is not completed for the day.</p> |
| <p>11.0 Quality Control Plan</p> | <p>Quality Control Plan provided by the Contractor on or before Contract start date and within five (5) business days as changes occur. Compliance with the provided Quality Control Plan and with any corrective action plans.</p> | <p>None</p> | <p>Receipt of Plan by Contract start date.</p> | <p>\$100 per occurrence for failure to provide Quality Control Plan on or before Contract start date and/or failure to provide Plan within five (5) business days as changes occur. \$500 for non-compliance to vendor's Quality Control Plan. \$100 per day for failure to comply w/corrective action plan.</p> |
| <p>11.6.2 Penalties</p> | <p>Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck and materials necessary to complete the Drayage.</p> | <p>None</p> | <p>On-site monitoring; report by TTC staff.</p> | <p>\$150 per hour per incident for Contractor delay.</p> |
| <p>11.6.3 Penalties</p> | <p>Contractor shall not delay completion of a job due to employee's tardiness nor intentionally delay a job; nor provide insufficient staff or materials.</p> | <p>None</p> | <p>On-site monitoring; report by TTC staff.</p> | <p>\$150 per hour per incident for Contractor delay after assigned start time.</p> |
| <p>12.1 Meetings</p> | <p>Contractor is required to attend any previously scheduled and/or agreed upon meetings.</p> | <p>None</p> | <p>Attendance.</p> | <p>\$50 per occurrence.</p> |

CONTRACTOR'S EEO CERTIFICATION

Sterling Van Lines, Inc.

Contractor Name

4550 East Olympic Boulevard, Los Angeles, CA 90022

Address

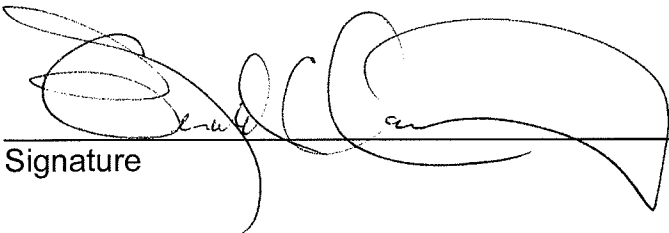
95-4428537

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. | (X) | () |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. | (X) | () |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | (X) | () |
| 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (X) | () |



 Signature

11-21-11

 Date

GERALD E. CASSIDY, PRES.

 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Craig R. Hendrickson
Title: Chief, Public Administrator Operations
Address: 320 West Temple Street, 8th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0404
Facsimile: (213) 617-7580
Email Address: chendrickson@ttc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ilse E. Hipfel
Title: Assistant Operations Chief
Address: 320 West Temple Street, 8th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 617-7580
Email Address: ihipfel@ttc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Luis Leyva
Title: Supervising Deputy Public Administrator
Address: 320 West Temple Street, 8th Floor
Los Angeles, CA 90012
Telephone: (213) 974-4804
Facsimile: (213) 617-7580
Email Address: lleyva@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Sterling Van Lines, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT
MANAGER:**Name: Doug BrownTitle: Contracts OfficerAddress: 4550 E Olympic BlvdLos Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435Email Address: doug@sterlingvanlines.com**ALTERNATE CONTRACTOR'S
PROJECT MANAGER:**Jessie PantojaForeman4550 E Olympic BlvdLos Angeles, CA 90022(323) 981-1440(323) 981-1435tony@sterlingvanlines.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Gerald CassidyTitle: PresidentAddress: 4550 E Olympic BlvdLos Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435Email Address: prez@sterlingvanlines.comName: Jay ClitheroeTitle: Vice PresidentAddress: 4550 E Olympic BlvdLos Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1440Email Address: jay@sterlingvanlines.com**Notices to Contractor shall be sent to the following:**Name: Doug BrownTitle: Contracts OfficerAddress: 4550 E Olympic BlvdLos Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435Email Address: doug@sterlingvanlines.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.



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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.)

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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

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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.)