



**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**

**INVITATION FOR BIDS (IFB)  
FOR  
VEHICLE TOWING AND LONG TERM  
STORAGE SERVICES  
for  
Central Property and Evidence (CPE) Unit**

**IFB 384-SH**

**MARCH 2009**

**INVITATION FOR BIDS**  
**VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

**1.0 GENERAL INFORMATION**

1.1	Purpose .....	1
1.2	Overview of Solicitation Document .....	1
1.3	Terms & Definitions .....	2
1.4	Bidder's Minimum Requirements.....	2
1.5	Agreement Rates.....	3
1.6	Agreement Term.....	3
1.7	County's Rights & Responsibilities .....	3
1.8	Contact with County Personnel .....	3
1.9	Final Agreement Award by the Board of Supervisors .....	4
1.10	Mandatory Requirement to Register on County's WebVen .....	4
1.11	County Option to Reject Bids .....	4
1.12	Protest Process .....	4
1.13	Notice to Bidder's Regarding Public Records Act.....	5
1.14	Indemnification and Insurance.....	5
1.15	Injury & Illness Prevention Program (IIPP) .....	6
1.16	Background and Security Investigations.....	6
1.17	Employee Acknowledgment and Confidentiality Agreement .....	6
1.18	County's Quality Assurance Plan .....	6
1.19	County Policy On Doing Business With Small Business .....	6
1.20	Local Small Business Enterprise (SBE) Preference Program .....	7
1.21	Notification to County of Pending Acquisitions/Mergers by Proposing Company .....	8
1.22	Transitional Job Opportunities Preference Program.....	8
1.23	Safely Surrendered Baby Law .....	9
1.24	Conflict of Interest.....	9
1.25	Determination of Bidder Responsibility.....	9
1.26	Bidder Debarment .....	10
1.27	Gratuities .....	12
1.28	Jury Service Program .....	13
1.29	Notice to Bidders Regarding the County Lobbyist Ordinance.....	14
1.30	Federal Earned Income Credit.....	14
1.31	Consideration of Hiring GAIN/GROW Program Participants .....	14
1.32	Recycled-Content Paper .....	15
1.33	Bidder's Adherence to County Child Support Compliance Program.....	15

**2.0 INSTRUCTIONS TO BIDDERS**

2.1	County Responsibility .....	16
2.2	Truth and Accuracy of Representations .....	16
2.3	IFB Timetable .....	16
2.4	Solicitation Requirements Review .....	16
2.5	Bidder's Questions .....	17

2.6	Preparation of the Bid .....	18
2.7	Bid Format .....	18
2.8	Bid Submission .....	22

### **3.0 BID REVIEW AND SELECTION PROCESS**

3.1	Review Process .....	24
3.2	Adherence to Minimum Requirements .....	24
3.3	Bid Review .....	24
3.4	Disqualification Review .....	25
3.5	Department's Proposed Contractor Selection Review .....	26

### **APPENDICES:**

APPENDIX A:	Sample Agreement
APPENDIX B:	Statement of Work
APPENDIX C:	Technical Exhibits
APPENDIX D:	Required Forms
APPENDIX E:	Transmittal Form to Request a Solicitation Requirements Review
APPENDIX F:	County of Los Angeles Policy on Doing Business with Small Business
APPENDIX G:	Listing of Contractors Debarred in Los Angeles County
APPENDIX H:	Jury Service Ordinance
APPENDIX I:	Safely Surrendered Baby Law
APPENDIX J:	IRS Notice 1015

# 1.0 GENERAL INFORMATION

## 1.1 Purpose

The Los Angeles County Sheriff's Department (Department) is issuing this Invitation for Bids (IFB) to solicit bids for an Agreement with an organization that can provide Vehicle Towing and Long Term Storage Services for the Department's Central Property and Evidence Unit (CPE). The requested service includes, but shall not be limited to: towing and storage of various types of motor vehicles, parts of vehicles, and/or various types of equipment and/or any other similar items ordered for storage by the Department. The Department's CPE will contact Contractor to request pickup and towing of vehicle, parts, and/or equipment to hold for long-term storage.

## 1.2 Overview of Solicitation Document

This IFB is composed of the following parts:

- **GENERAL INFORMATION (1.0):** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Agreement and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS (2.0):** Contains instructions to Bidders in how to prepare and submit their bid.
- **BID REVIEW AND SELECTION PROCESS (3.0):** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
  - **A - SAMPLE AGREEMENT:** Lists the terms and conditions in the Agreement.
  - **B - STATEMENT OF WORK:** Explains in detail the Statement of Work to be performed in the Agreement.
  - **C - TECHNICAL EXHIBITS:** Exhibits that accompany the Statement of Work.
  - **D - REQUIRED FORMS:** Forms contained in this section must be completed and included in the Bid.
  - **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department to request a Solicitation Requirements Review.
  - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.

- **G - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **H - JURY SERVICE ORDINANCE:** County program.
- **I - SAFELY SURRENDERED BABY LAW:** County program.
- **J - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.

### **1.3 Terms and Definitions**

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Agreement, Paragraph 2.0, Definitions.

### **1.4 Bidder's Minimum Requirements**

Interested and qualified Bidders who can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this IFB are invited to submit bids, provided they meet the following requirements.

- 1.4.1 Bidder must have five (5) years minimum experience, two (2) years of which must have been for a law enforcement agency, providing services equivalent to the services identified in Appendix B, Statement of Work, of this IFB.
- 1.4.2 Bidder must have a Project Manager with two (2) years of experience providing services equivalent to the services described in Appendix B, Statement of Work, of this IFB. The Project Manager must be able to communicate effectively in English.
- 1.4.3 Bidder must have a dispatch office and storage yard(s) for services provided under this Agreement located within a twenty (20) mile radius of the Department's Headquarters Building, 4700 Ramona Blvd., Monterey Park, CA 91754, and meet the requirements as described in Appendix B, Statement of Work, of this IFB.
- 1.4.4 Bidder's storage yard(s) for services provided under this Agreement must have the capacity to store up to 150 vehicles, additional parts and/or equipment, and be secured as described in Appendix B, Statement of Work, of this IFB.
- 1.4.5 Bidder must have all required licenses and permits listed in Appendix D, Exhibit 15 and described in Appendix B, Statement of Work, of this IFB.

- 1.4.6 Bidder will be responsible for moving currently stored vehicles, parts and/or equipment from their current locations, as identified in Appendix B, Statement of Work, Attachment 1, of this IFB, to Bidder's storage yard(s) at the Department's expense.
- 1.4.7 Bidder must comply with the IFB format and requirements set forth in the IFB Submission Requirements, Section 2.0 of this IFB.

## **1.5 Agreement Rates**

Contractor's rates shall remain firm and fixed for the Term of the Agreement.

## **1.6 Agreement Term**

The Agreement term shall commence upon execution by the Board of Supervisors and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at his sole discretion, and upon notice to Contractor prior to the end of the then current period of the Term, to extend the Term of this Agreement for up to two (2) additional one-year periods and thereafter, six (6) months, in any increment.

## **1.7 County Rights & Responsibilities**

County has the right to amend the IFB by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which Department records indicate has received this IFB and also shall be posted on the Department's website at [http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html).

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the bid not being considered, as determined at the sole discretion of the Department. The Department is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.8 Contact with County Personnel**

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Contracts Unit  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Rm 214  
Monterey Park, California 91754  
Attn: Gloria Imel  
e-mail address: [mgimel@lasd.org](mailto:mgimel@lasd.org)  
fax #: (323) 415-3838

If it is discovered that Bidder contacted and/or received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify the bid from further consideration.

## **1.9 Final Agreement Award by the Board of Supervisors**

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

## **1.10 Mandatory Requirement to Register on County's WebVen**

Prior to Agreement award, all potential Contractors must register in County's WebVen. The WebVen contains Contractor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). *There are underscores in the address between the words 'doing business' and 'main db'.*

## **1.11 County Option to Reject Bids**

County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. County shall not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any bid. County reserves the right to waive inconsequential disparities in a submitted bid.

## **1.12 Protest Process**

- 1.12.1 Any actual or prospective Bidder may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Bidder challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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

1.12.3 **Grounds for Review**

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

- Review of Solicitation Requirements (Reference Subparagraph 2.4 of this IFB)
- Review of a Disqualified Bid (Reference Subparagraph 3.4 of this IFB)
- Review of Department's Proposed Contractor Selection (Reference Subparagraph 3.5 of this IFB)

### **1.13 Notice to Bidder's Regarding Public Records Act**

1.13.1 Responses to this IFB shall become the exclusive property of the County. At such time as the Department recommends Contractor to the Board and such recommendation appears on the Board agenda, all such bids submitted in response to this IFB, become a matter of public record, with the exception of those parts of each bid which meet the definition of "Trade Secret" in California Evidence Code Section 1061 and which are plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 The Department shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the bid as confidential shall not be deemed sufficient notice of exception. The Bidder must specifically label only those provisions of the Bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

### **1.14 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0. The Contractor shall procure, maintain, and provide to the Department proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Subparagraph 12.2.3.



## **1.15 Injury & Illness Prevention Program (IIPP)**

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

## **1.16 Background and Security Investigations**

At any time prior to or during the term of this Agreement, the County may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County performed fingerprint security clearance. The cost associated with obtaining the background check is the responsibility of the Contractor.

## **1.17 Employee Acknowledgment and Confidentiality Agreement**

Contractor shall be required to comply with the Confidentiality provision contained in Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality and the Independent Contractor Status provision contained in Exhibit A, Additional Terms and Conditions, Paragraph 37.0, Independent Contractor Status. Contractor shall ensure that it obtains and submits to the Department, a signed "Contractor Employee Acknowledgment and Confidentiality Agreement" as specified in the Sample Agreement, Exhibit E, for each employee performing services under the Sample Agreement before work begins.

## **1.18 County's Quality Assurance Plan**

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in the Appendix B, Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Agreement in whole or in part.

## **1.19 County Policy on Doing Business with Small Business**

1.19.1 County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the

County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 1.19.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.20 of this section.
- 1.19.3 County also has a Policy on Doing Business with Small Business that is stated in Appendix F.
- 1.19.4 The Jury Service Program provides exceptions to the program if a company qualifies as a Small Business. Further explanation of the Jury Service Program is provided in Paragraph 1.28 of this IFB.
- 1.19.5 Local Small Business Enterprise (SBE) Prompt Payment Program  
It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **1.20 Local Small Business Enterprise Preference Program**

- 1.20.1 In determining the lowest bid price, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principle office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.
- 1.20.2 To apply for certification and seek consideration as a Local SBE, companies must register at the Office of Affirmative Action Compliance's website at: <http://oaac.co.la.ca.us/SBEMain.shtml>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Bidders must attach the Local SBE Certification Letter to the Required Form, Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, Exhibit 7 found in Appendix D, Required Forms with their bid. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with

intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

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

## **1.21 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Required Form, Appendix D, Exhibit 1, Bidder's Organization Questionnaire/Affidavit. Failure of the Bidder to provide this information may eliminate its Bid from any further consideration.

## **1.22 Transitional Job Opportunities Preference Program**

- 1.22.1 In evaluating bids, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 1.22.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

- 1.22.3 To request the Transitional Job Opportunities Preference, Bidder must complete the Transitional Job Opportunities Preference Application, Exhibit 14 found in Appendix D, Required Forms and submit it along with all supporting documentation with their bid.

### **1.23 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I and is also available on the internet at <http://www.babysafela.org> for printing purposes.

### **1.24 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms Exhibit 5, Certification of No Conflict of Interest.

### **1.25 Determination of Bidder Responsibility**

- 1.25.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Bidders.
- 1.25.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- 1.25.3 The County may declare a Bidder to be non-responsible for purposes of this Agreement if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an Agreement 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.25.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.25.5 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- 1.25.6 These terms shall also apply to proposed subcontractors of Bidders on County Agreements.

## **1.26 Bidder Debarment**

- 1.26.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing Agreements with County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an Agreement 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.

- 1.26.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.26.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.26.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.26.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder 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 Bidder 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.
- 1.26.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder 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.

- 1.26.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.26.8 These terms shall also apply to proposed subcontractors of Bidders on County agreements.
- 1.26.9 Appendix G is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **1.27 Gratuities**

- 1.27.1 **Attempt to Secure Favorable Treatment**  
It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the Agreement or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.
- 1.27.2 **Bidder Notification to County**  
A Bidder shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.
- 1.27.3 **Form of Improper Consideration**  
Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## 1.28 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix H, and the pertinent jury service provisions of Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Section 32.0.

- 1.28.1 The Jury Service Program requires Contractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
- 1.28.2 There are two ways in which a Contractor might not be subject to the Jury Service Program: The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.28.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service



Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix D, Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **1.29 Notice to Bidders Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Appendix D, Required Forms, Exhibit 6, as part of their Bid.

## **1.30 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 the Internal Revenue Service Notice No. 1015. Reference Appendix J.

## **1.31 Consideration of Hiring GAIN/GROW Program Participants**

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

opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D, Required Forms, Exhibit 9, along with their Bid.

### **1.32 Recycled-Content Paper**

Bidder shall be required to comply with the County's policy on recycled-content paper as specified in Appendix A, Sample Agreement, Exhibit A, Paragraph 31.0.

### **1.33 Bidder's Adherence to County Child Support Compliance Program**

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## **2.0 INSTRUCTIONS TO BIDDERS**

This section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their bid.

### **2.1 County Responsibility**

County is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement unless such understanding or representation is included in the Agreement.

### **2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a bid shall be sufficient cause for rejection of the bid. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

### **2.3 IFB Timetable**

#### **The timetable for this IFB is as follows:**

- Release of IFB.....Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due....Refer to Bulletin #1
- Written Questions Due .....Refer to Bulletin #1
- Questions and Responses Released.....Refer to Bulletin #1
- Bid Submittal Deadline (Pacific Time).....Refer to Bulletin #1

### **2.4 Solicitation Requirements Review**

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

- The request for a Solicitation Requirements Review is received by the Department by the date specified in Bulletin #1;
- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

- The request for a Solicitation Requirements Review asserts either that:
  - application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Bidder; or,
  - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Bidder, in writing, within a reasonable time prior to the bid due date.

All Requests for Review should be submitted to:

Mona Whittouck, Manager  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Contracts Unit - Room 214  
Monterey Park, California 91754

## 2.5 Bidder's Questions

Bidders may submit written questions regarding this IFB by mail, fax or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1. When submitting questions, please specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the IFB via the following methods: the Department's website at:

[http://www.lasd.org.lasd\\_contracts/info.html](http://www.lasd.org.lasd_contracts/info.html) or e-mail if Contractor informed the Department's Contracts Analyst at [mgimel@lasd.org](mailto:mgimel@lasd.org) of Contractor's name, mailing address, email address, fax number and telephone number. County reserves the right to group similar questions when providing answers.

Any questions regarding concerns that the application of the minimum requirements, review criteria and/or business requirements may unfairly disadvantage the Contractor or, due to unclear instructions, the County may not receive the best possible responses from the Contractor(s), must be addressed during the Solicitation Requirements Review, Subparagraph 2.4 above.

Written questions should be addressed to:

Gloria Imel, Contracts Analyst  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Fax #: (323) 415-3838  
e-mail address: [mgimel@lasd.org](mailto:mgimel@lasd.org)

## **2.6 Preparation of the Bid**

All bids must be bound and submitted in the prescribed format. Any bid that deviates from this format may be rejected without review at the County's sole discretion.

## **2.7 Bid Format**

The content and sequence of the bid must be as follows:

- Bidder's Organization Questionnaire/Affidavit
- Table of Contents
- Bidder's Qualifications (Section A)
- Bidder's Pricing Sheet (Section B)
- Required Forms (Section C)
- Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section D)
- Proof of Insurability (Section E)

### **2.7.1 Bidder's Organization Questionnaire/Affidavit**

The Bidder shall complete, sign and date the Bidder's Organization Questionnaire/Affidavit (Exhibit 1) as set forth in Appendix D, Required Forms. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in an Agreement. This is the first page of the bid.

### **2.7.2 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **2.7.3 Bidder's Qualifications (Section A)**

Section A must demonstrate that the Bidder's organization has the experience and financial capability to perform the required services, as required in Appendix B, Statement of Work. The following sections must be included:

#### **A. Bidder's Background and Experience (Section A.1)**

Bidder must provide a summary of relevant background information to demonstrate that they meet and/or exceed the minimum experience requirements stated in Subparagraph 1.4 of this IFB and have the capability to perform the required services as a corporation or other entity. Bidder must include the following information in the

summary:

- Bidder must demonstrate that the organization is adequately staffed and employees are trained to provide the required services.
- Bidder must demonstrate the capacity to perform the required services.
- Bidder must provide the names, addresses and telephone numbers of all persons authorized to represent and bind company.

### Litigation

Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder.

If Vendor has no pending litigations or judgments, then a statement stating so must be provided in this section.

### **B. Bidder's References (Section A.2)**

It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 and 3 of Appendix D, Required Forms.

1. County may disqualify a Bidder if:
  - references fail to substantiate Bidder's description of the services provided; or
  - references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
  - the Department is unable to reach the point of contact with reasonable effort (three [3] attempts). It is the Bidder's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.
2. The Bidder must complete and include *Required Forms, Exhibits 2, 3, and 4* as set forth in *Appendix D*.

- *Prospective Contractor References, Exhibit 2*  
Bidder must provide two (2) references from two different companies where the same or similar scope of services, as required in the Statement of Work, was provided. At least one (1) reference must be from a law enforcement agency.
- *Prospective Contractor List of Contracts, Exhibit 3*  
Listing must include all Public Entities and County contracts for the last three (3) years. Use additional sheets if necessary.
- *Prospective Contractor List of Terminated Contracts, Exhibit 4*  
Listing must include contracts terminated within the past three (3) years with a reason for termination.

### **C. Financial Capability (Section A.3)**

Bidder must provide copies of the company's most current and prior two (2) fiscal years (2008, 2007, 2006) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

### **D. Licenses and Permits – Required and all others (Section A.4)**

Bidder must provide copies of all required licenses and permits, as listed on Appendix D, Exhibit 15 and all other licenses and permits that are maintained by the Bidder.

#### **2.7.4 Bidder's Pricing Sheet (Section B)**

Bidder shall complete and submit in Section B the following forms found in Appendix D, Required Forms:

- Exhibit 12, Pricing Sheet
- Exhibit 13, Certification of Independent Price Determination and Acknowledgement of IFB Restrictions.

#### **2.7.5 Required Forms (Section C)**

Section C must be entitled "Required Forms from Bidder" and shall

contain the following forms, completed, filled out and signed/dated where applicable. All forms are provided in Appendix D, Required Forms.

- Exhibit 5     Certification of No Conflict of Interest  
Bidder must certify that no employee, who prepared or participated in the preparation of this bid, is within the purview of County Code Section 2.180.010.
- Exhibit 6     Familiarity with the County Lobbyist Ordinance Certification  
Bidder must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Bidder comply with the ordinance during the IFB process.
- Exhibit 7     Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form  
  
Bidder to complete and attach Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance and submit with Bid.  
  
Note: Bidder must already be certified as a Local SBE prior to bid submission to be eligible to request the bid be considered for the Local SBE Preference.
- Exhibit 8     Bidder's EEO Certification  
Bidder must comply with EEO laws, regulations and policies.
- Exhibit 9     Attestation of Willingness to Consider GAIN/GROW Participants  
Bidder to complete and submit with bid.
- Exhibit 10    Contractor Employee Jury Service Program – Certification Form and Application for Exception  
Bidder to complete and submit with bid. If Bidder is requesting an exception to this program, submit all necessary documents to support the request.
- Exhibit 14    Transitional Job Opportunities Preference Application  
If submitted, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.



#### **2.7.6 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section D)**

It is the duty of every Bidder to review the Sample Agreement and all exhibits and attachments to Appendix A, Sample Agreement to ensure compliance with all terms, conditions and requirements. The terms and conditions of Appendix A, Sample Agreement are not negotiable. Section D of Bidder's response must include a statement that the Bidder accepts the Terms and Conditions in Appendix A, Sample Agreement and requirements of Appendix B, Statement of Work. The County reserves the right to make changes to Appendix A, Sample Agreement at its sole discretion.

#### **2.7.7 Proof of Insurability (Section E)**

Bidder must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0. If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be selected to receive a contract award may be submitted with the bid.

### **2.8 Bid Submission**

The original bid and three (3) exact duplicate numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

**“BID FOR VEHICLE TOWING AND LONG TERM STORAGE”  
IFB NO. 384-SH**

The bid and any related information shall be delivered or mailed to the following:

Los Angeles County Sheriff's Department  
4700 Ramona Blvd., Room 214  
Monterey Park, California 91754  
Attn: Gloria Imel, Contracts Unit

It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline as stated in Bulletin #1. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any bids received after the scheduled closing time for receipt of bids, as stated in Bulletin #1, will not be accepted and will be returned to the sender unopened. Timely hand-delivered bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All bids shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit bids.

In the event the County is unable to complete successful negotiations and enter into an Agreement within the one hundred eighty (180) day period, the County may request that all Bidders extend their offers for a period of time thereafter. In that event, any Bidder unwilling to extend its offer will be removed from consideration.

## **3.0 BID REVIEW & SELECTION PROCESS**

### **3.1 Review Process**

- 3.1.1 Bids will be examined to determine the lowest price based on Exhibit 12, Pricing Sheet, submitted in Section B of the bid. Should one or more of the Bidders request and be granted the Local SBE Preference, or the Transitional Job Opportunities Preference, the lowest bid price will be determined as follows:

Five percent (5%) of the lowest bid price submitted will be calculated, (which shall not exceed \$50,000 for SBE), and that amount will be deducted from the bid price submitted by all Bidders who requested and were granted the Local SBE Preference or Transitional Job Opportunities Preference.

- 3.1.2 The bids will be reviewed to determine whether they are responsive and responsible. The following steps will be performed until it is determined which is the lowest priced, most responsive and responsible bid.

### **3.2 Adherence To Minimum Requirements**

County shall review the Bidder's Organization Questionnaire/Affidavit – Exhibit 1, of Appendix D, Required Forms, and determine if the Bidder meets the minimum requirements as outlined in Subparagraph 1.4 of this IFB.

Failure of the Bidder to comply with the minimum requirements shall eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

### **3.3 Bid Review**

#### **3.3.1 Bidder's Qualifications**

Department's review shall include the following:

- Bidder's Background and Experience as provided in **Section A.1** of the bid, including a review to determine the magnitude of any pending litigation or judgments against the Bidder.
- Bidder's References as provided in **Section A.2** of the bid. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review of financial capability as provided in **Section A.3** of the bid.
- A review of licenses and permits maintained by Bidder as provided in **Section A.4** of the bid.

### 3.3.2 Bidder's Pricing Sheet

All forms listed in Section 2, Subparagraph 2.7.4 must be included in **Section B** of the bid.

### 3.3.3 Required Forms

All forms listed in Section 2, Subparagraph 2.7.5 must be included in **Section C** of the bid.

### 3.3.4 Acceptance to Terms and Conditions in Sample Agreement and Requirements of Statement of Work (Section D)

Bidder shall include a statement, accepting the Terms and Conditions in Sample Agreement and requirements of the Statement of Work in **Section D** of the Bid.

### 3.3.5 Proof of Insurability

Review the proof of insurability provided in **Section E** of the Bid.

## 3.4 Disqualification Review

A bid may be disqualified from consideration because the Department determined it was a non-responsive bid at any time during the review process. If the Department determines that a bid is disqualified due to non-responsiveness, the Department shall notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

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

1. The firm/person requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely; and,
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to bid non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the Department's determination shall be provided to the Bidder, in writing, prior to the conclusion of the review process.

## **3.5 Department's Proposed Contractor Selection Review**

### **3.5.1 Proposed Contractor Selection Review**

Upon completion of the review, the Department shall notify the remaining Bidders in writing that the Department is recommending a contract with another Bidder. Upon receipt of the letter, the Bidder may submit a written request for a Proposed Contractor Selection Review if they assert that their bid should have been determined to be the lowest cost, most responsive and responsible bid because of one of the following reasons:

- A. The Department materially failed to follow procedures specified in its solicitation document. This includes:
  - Failure to correctly apply the standards for reviewing the bid format requirements.
  - Failure to correctly apply the standards, and/or follow the prescribed methods, for reviewing the bids as specified in the solicitation document.
- B. The Department made identifiable mathematical or other errors in reviewing bids, resulting in the Bidder not being selected as the recommended contractor.
- C. Another basis for review as provided by state or federal law.

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

### **3.5.2 County Review Panel Process**

If the Bidder is not in agreement with the results of the Department's Proposed Contractor Selection Review, the Bidder may submit a written request for a review by a County Review Panel.

Upon completion of the Panel's Review, the Panel will forward its report to the Department, which will provide a copy to the Bidder.

## ***APPENDIX A***



### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

#### **SAMPLE AGREEMENT**

**FOR**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
CENTRAL PROPERTY AND EVIDENCE UNIT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**[\_\_\_\_\_]**

AGREEMENT  
VEHICLE TOWING AND LONG TERM STORAGE SERVICES

BETWEEN COUNTY OF LOS ANGELES  
AND

[ \_\_\_\_\_ ]

Table of Contents

RECITALS .....	1
1.0 AGREEMENT AND INTERPRETATION. ....	1
1.1 Agreement.....	1
1.2 Interpretation .....	1
1.3 Additional Terms and Conditions .....	2
1.4 Construction .....	2
2.0 DEFINITIONS .....	2
3.0 ADMINISTRATION OF AGREEMENT – COUNTY.....	4
3.1 County Project Director. ....	4
3.2 County Project Manager.....	5
3.3 Consolidation of Duties .....	6
3.4 County Personnel.....	6
4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR. ....	6
4.1 Contractor Project Manager. ....	6
4.2 Approval of Contractor’s Staff. ....	7
5.0 WORK; APPROVAL AND ACCEPTANCE. ....	7
6.0 CHANGE ORDERS AND AMENDMENTS .....	7
6.1 General .....	7
7.0 TERM.....	8
8.0 PRICES AND FEES.....	9
8.1 General .....	9
8.2 Maximum Contract Sum.....	9
9.0 COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS .....	9

10.0	INVOICES AND PAYMENTS. ....	9
10.1	General .....	9
10.2	Approval of Invoices.....	10
10.3	Detail .....	10
10.4	Submission of Invoices .....	10
10.5	No Out-of-Pocket Expenses.....	11
10.6	Contractor Responsibility .....	11
10.7	County's Right to Withhold .....	11
11.0	LIQUIDATED DAMAGES .....	11
12.0	NOTICES.....	12
13.0	ARM'S LENGTH NEGOTIATIONS .....	13
14.0	NO GUARANTY OF WORK .....	13
15.0	SURVIVAL .....	13

## EXHIBITS

EXHIBIT A	ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B	STATEMENT OF WORK (Not attached to sample; see Appendix B) ATTACHMENT 1 CURRENTLY STORED VEHICLES, PARTS AND/OR EQUIPMENT
EXHIBIT C	PRICE SHEET (Not attached to sample; see Appendix D)
EXHIBIT D	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT E	CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT F	JURY SERVICE ORDINANCE (Not attached to sample; see Appendix H)
EXHIBIT G	SAFELY SURRENDERED BABY LAW (Not attached to sample; see Appendix I)
EXHIBIT H	CONTRACT DISCREPANCY REPORT (Not attached to sample; see Appendix C)
EXHIBIT I	PERFORMANCE REQUIREMENTS SUMMARY CHART (Not attached to sample; see Appendix C)
EXHIBIT J	CALIFORNIA HIGHWAY VEHICLE REPORT (CHP 180) (Not attached to sample; see Appendix C)
EXHIBIT K	AUTHORITY FOR RELEASE OF PROPERTY/EVIDENCE FORM (SH-AD-121) (Not attached to sample; see Appendix C)



## **RECITALS**

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and [\_\_\_\_], a ("Contractor"), to provide Vehicle Towing and Long Term Storage Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the County, through the Department, desires to contract with a private business to provide Vehicle Towing and Long Term Storage Services to assist the Department's Central Property and Evidence Unit; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide vehicle towing and long term storage for motor vehicles of various types; the parts of vehicles; and/or various types of equipment ordered for storage by the Los Angeles County's Sheriff's Department; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

### **1.0 AGREEMENT AND INTERPRETATION**

- 1.1 Agreement. This base document along with Exhibits A through K, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. 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, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:
  - 1.2.1. Exhibit A Additional Terms and Conditions
  - 1.2.2. Exhibit B Statement of Work
  - 1.2.3. Exhibit C Pricing Sheet
  - 1.2.4. Exhibit D Contractor's EEO Certification

- 1.2.5. Exhibit E Contractor's Employee Acknowledgement and Confidentiality Agreement
  - 1.2.6 Exhibit F Jury Service Ordinance
  - 1.2.7 Exhibit G Safely Surrendered Baby Law
  - 1.2.8 Exhibit H Contract Discrepancy Report
  - 1.2.9 Exhibit I Performance Requirements Summary Chart
  - 1.3.0 Exhibit J California Highway Patrol Vehicle Report (CHP 180)
  - 1.3.1 Exhibit K Authority for Release of Property/Evidence (SH-AD-121)
- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## **2.0 DEFINITIONS**

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2 "Amendment" has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments).

- 2.3 “Board” means the Los Angeles County Board of Supervisors.
- 2.4 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.5 “Change Order” has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments).
- 2.6 “Contractor Project Manager” has the meanings set forth in Paragraph 4.2 (Contractor Project Manager) and Exhibit B (Statement of Work).
- 2.7 “County” means the County of Los Angeles.
- 2.8 “County Counsel” means County’s Office of the County Counsel.
- 2.9 “County Indemnities” has the meaning set forth in Paragraph 12.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.10 “County Project Director” has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.11 “County Project Manager” has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.12 “Department” means the Los Angeles County Sheriff’s Department.
- 2.13 “Department File Number” or Unit Reporting Number (URN) is the Los Angeles County Sheriff’s Department’s incident tracking number system.
- 2.14 “Dispute Resolution Procedure” has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.15 “Effective Date” means the first date on which this Agreement has been executed by all parties and approved by the Board.
- 2.16 “Hourly Rate” means the fully burdened hourly rates set forth in Exhibit C (Pricing Sheet), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.17 “Infringement Claims” has the meaning set forth in Paragraph 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.18 “Initial Term” has the meaning set forth in Paragraph 7 (Term).
- 2.19 “Jury Service Program” has the meaning set forth in Paragraph 32 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

- 2.20 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.21 "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.22 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any executed Change Order or Amendment.
- 2.24 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.25 "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.26 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the Work required pursuant to this Agreement, the Statement of Work, the Exhibits, and executed Change Orders and Amendments hereto.

### **3.0 ADMINISTRATION OF AGREEMENT – COUNTY**

#### **3.1 County Project Director.**

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Director  
Los Angeles County Sheriff's Department  
Fiscal Administration  
4700 Ramona Blvd.  
Monterey Park, CA 91754  
(323) 526-5205

- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

- 3.2.1 "County Project Manager" for this Agreement shall be the following person:

Sergeant  
Central Property and Evidence Unit  
14205 Telegraph Rd.  
Whittier, CA 90604  
(562) 946-7291

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 County Project Manager shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.3 County Project Manager shall oversee the day-to-day activities relating to this Agreement.
- 3.2.4 County Project Manager shall be a resource for addressing the requirements of this Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.
- 3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.7 County Project Manager shall issue a Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B, Statement of Work. A Sample of the Contract Performance Discrepancy Report is attached hereto as Exhibit H.

- 3.2.8 County Project Manager shall approve all invoices and forward approved invoices to Sheriff's Accounts Payable Unit pursuant to Subparagraph 10.2.

### 3.3 Consolidation of Duties

County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

### 3.4 County Personnel – General

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

## 4.0 **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

### 4.1 Contractor Project Manager.

- 4.1.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

[\_\_\_\_\_]

- 4.1.2 Contractor Project Manager shall notify County of any change in the name or address of the Contractor Project Manager.
- 4.1.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
- 4.1.4 Contractor Project Manager shall be available by telephone during normal business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday, excluding weekends and County Holidays.
- Contractor shall appoint an alternate should Contractor Project Manager be absent or otherwise unavailable.
- 4.1.5 Contractor Project Manager shall be available to meet and confer with County as necessary, but no less frequently than quarterly or as determined by County Project Manager.

#### 4.2 Approval of Contractor's Staff

- 4.2.1 County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of Contractor Project Manager, Contractor shall provide County with a resume for such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.
- 4.2.2 All staff employed by and on behalf of Contractor shall be adults, 18 years or older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

#### 5.0 **WORK; APPROVAL AND ACCEPTANCE**

Contractor shall fully and timely perform all Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of the Agreement.

Contractor acknowledges that, subject to this Paragraph 5.0 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on a monthly basis in arrears and in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0 (Work; Approval and Acceptance), Paragraph 8.0 (Prices and Fees), and Paragraph 10.0 (Invoices and Payments).

#### 6.0 **CHANGE ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.0 (Change Orders and Amendments).

##### 6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project

Manager, with the concurrence of County Counsel. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

- 6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Contractor and by Sheriff.
- 6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

## **7.0 TERM**

- 7.1 The term of this Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term").
- 7.2 The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two additional one (1) year periods, (each an "Option Term") plus six (6) months for a total Agreement term not to exceed five (5) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.
- 7.3 Contractor shall notify County Project Director when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein, provided in Paragraph 3.0 Administration of Agreement – County.



## **8.0 PRICES AND FEES**

### **8.1 General**

The prices and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as specified in Exhibit C, Pricing Sheet.

If Contractor provides any tasks, deliverables, good, services, or other Work, other than as specified in this Agreement, the same shall be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County. Thus, Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement. All rates will remain fixed for the term of the Agreement, including all extension periods. County will not pay overtime compensation for this Agreement. The execution of this Agreement does not guarantee Contractor any minimum amount of work.

### **8.2 Maximum Contract Sum**

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the required Work under this Agreement for the Term, including all extension periods. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated in that fiscal year's budget. All payments under this Agreement shall be in accordance with Exhibit C, Pricing Sheet.

## **9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## **10.0 INVOICES AND PAYMENTS**

### **10.1 General**

Contractor shall be paid monthly in arrears. Contractor invoices shall be submitted to County by the tenth (10<sup>th</sup>) day of the month following the billing period, the month in which services were rendered or work was performed.

County shall submit payment to Contractor within thirty (30) days after a correct invoice has been approved for payment by County Project Manager.

#### 10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Manager's signature on the applicable invoice, prior to any payment thereof. All invoices will be reviewed and verified by County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval. County Project Manager shall forward the approved invoice to Sheriff's Accounts Payable Unit for payment. Incomplete or late invoices may delay processing of payment. County will not be responsible for invoices submitted more than sixty (60) days after the date of service rendered.

#### 10.3 Detail

Each invoice submitted by Contractor shall include but not be limited to:

- County's Agreement Number
- Department File Number
- Billing Date
- Invoice Number
- Listing of vehicles, parts and/or equipment with description including license plate number and/or vehicle identification number and brief description of services (e.g., towing, storage).
- Dates services provided (*from date:* and *to date:*) for each vehicle, part and/or equipment
- Total charges billed

#### 10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Original Invoice to: Los Angeles County Sheriff's Department  
Central Property and Evidence Unit  
14205 Telegraph Rd.  
Whittier, CA 90604  
Attention: Project Manager

Copy to: Los Angeles County Sheriff's Department  
Accounts Payable Section – Contracts Billing  
4700 Ramona Blvd., Room 326  
Monterey Park, CA 91754

10.5 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. In the event that Contractor submits an inaccurate invoice, County Project Manager shall return such invoice to Contractor Project Manager with letter to explain the discrepancies in the submitted invoice and request a corrected invoice. Contractor shall submit the corrected invoice to the parties specified in Subparagraph 10.4 Submission of Invoices. County's payment will be made within thirty (30) days of approval of corrected invoice by County Project Manager.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

**11.0 LIQUIDATED DAMAGES**

- 11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his 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. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.
- 11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

- 11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or
- 11.2.2 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 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 fifty dollars (\$50) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit I in the Agreement and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- 11.2.3 Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.
- 11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County's cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Paragraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

## **12.0 NOTICES**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department  
Central Property and Evidence Unit  
14205 Telegraph Rd.  
Whittier, CA 90604  
Attention: Project Manager

with a copy to:

(2) Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169  
Attention: William Dibble, Assistant Director  
Facsimile: (323) 415-1047

To Contractor: [\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Facsimile: [\_\_\_\_\_]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 NO GUARANTY OF WORK

This Agreement is intended to provide County with vehicle towing and long term storage services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services or any services at all during the term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

15.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 15.0 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT  
VEHICLE TOWING AND LONG TERM STORAGE SERVICES

BETWEEN COUNTY OF LOS ANGELES  
AND

[\_\_\_\_\_]

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer  
Los Angeles County  
Board of Supervisors

By: \_\_\_\_\_  
Contractor

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS**

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

## TABLE OF CONTENTS

### Page

1.0	SUBCONTRACTING.....	1
2.0	DISPUTE RESOLUTION PROCEDURE.....	1
3.0	CONFIDENTIALITY.....	3
4.0	TERMINATION FOR INSOLVENCY.....	6
5.0	TERMINATION FOR DEFAULT.....	7
6.0	TERMINATION FOR CONVENIENCE.....	8
7.0	TERMINATION FOR IMPROPER CONSIDERATION.....	8
8.0	EFFECT OF TERMINATION.....	9
9.0	WARRANTY AGAINST CONTINGENT FEES.....	10
10.0	AUTHORIZATION WARRANTY.....	10
11.0	FURTHER WARRANTIES.....	11
12.0	INDEMNIFICATION AND INSURANCE.....	11
13.0	INTELLECTUAL PROPERTY INDEMNIFICATION.....	15
14.0	BUDGET REDUCTIONS.....	16
15.0	FORCE MAJEURE.....	17
16.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	17
17.0	COMPLIANCE WITH APPLICABLE LAW.....	19
18.0	FAIR LABOR STANDARDS.....	19
19.0	NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.....	20
20.0	NONDISCRIMINATION IN SERVICES.....	21
21.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	22



**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
22.0 HIRING OF EMPLOYEES .....	22
23.0 CONFLICT OF INTEREST. ....	22
24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION. ....	23
25.0 RESTRICTIONS ON LOBBYING.....	23
26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS .....	23
27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE .....	24
28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST .....	24
29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT .....	24
30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. ....	24
31.0 RECYCLED-CONTENT PAPER.....	25
32.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	25
33.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	27
34.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS. ....	27
35.0 FEDERAL EARNED INCOME TAX CREDIT .....	27
36.0 ASSIGNMENT BY CONTRACTOR. ....	28
37.0 INDEPENDENT CONTRACTOR STATUS.....	28
38.0 RECORDS AND AUDITS. ....	29
39.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES .....	30
40.0 NO THIRD PARTY BENEFICIARIES .....	30
41.0 MOST FAVORED PUBLIC ENTITY.....	31

**TABLE OF CONTENTS**  
(continued)

Page

42.0	COUNTY'S QUALITY ASSURANCE PLAN.....	31
43.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	31
44.0	CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION) .....	31
45.0	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT .....	32
46.0	SAFELY SURRENDERED BABY LAW. ....	32
47.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	32
48.0	PUBLIC RECORDS ACT .....	32
49.0	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	33
50.0	WAIVER.....	34
51.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	34
52.0	SEVERABILITY .....	34
53.0	RIGHTS AND REMEDIES .....	35
54.0	NON-EXCLUSIVITY .....	35
55.0	FACSIMILE .....	35

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

#### **1.0 SUBCONTRACTING**

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

#### **2.0 DISPUTE RESOLUTION PROCEDURE**

##### **2.1 General**

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

##### **2.2 Continued Work**

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

### 2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

### 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

## 2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

## 3.0 **CONFIDENTIALITY**

### 3.1 General

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or

make any admission, in each case, on behalf of County without County's prior written approval.

- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement and an executed (Contractor Non-employee Acknowledgment and Confidentiality Agreement (Exhibit E2 to the Agreement) for each non-employee performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to who Contractor discloses such confidential information.

3.2 Disclosure of Information.

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

### 3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

### 3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

**4.0 TERMINATION FOR INSOLVENCY**

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
  - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
  - 4.1.3 The appointment of a receiver or trustee for Contractor; or
  - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow



County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

## **5.0 TERMINATION FOR DEFAULT**

### **5.1 Event of Default**

County may, upon written notice to Contractor, terminate the whole or any part of the Agreement if Contractor materially breaches the Agreement, Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

### **5.2 Deemed Termination for Convenience**

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

### **5.3 Completion of Work**

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor.

Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience.**

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) days after notice.

### **6.2 No Prejudice; Sole Remedy**

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 EFFECT OF TERMINATION**

### **8.1 Remedies**

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages) of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

### **8.2 Transition Services**

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during

such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Schedule) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

### **8.3 Remedies Not Exclusive**

The rights and remedies of County set forth in this Paragraph 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

## **9.0 WARRANTY AGAINST CONTINGENT FEES**

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **10.0 AUTHORIZATION WARRANTY**

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

## **11.0 FURTHER WARRANTIES**

In addition to warranties stated elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

## **12.0 INDEMNIFICATION AND INSURANCE**

### **12.1 Indemnification**

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than

a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

## 12.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 12.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

### 12.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Manager  
Sheriff's Department Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) Specifically identify the Agreement;
- (ii) Clearly evidence all coverages required in the Agreement;
- (iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
- (iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
- (v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a

bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

#### 12.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

#### 12.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

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

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- (ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.

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

##### A. Garage Operations – Liability Other than Covered Autos

General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Per Accident:	\$1,000,000

##### B. Garage Operations – Liability for Covered Autos:

Automobile liability for all Contractor's "owned", non-owned" and "hired" vehicles, or coverage for "any auto":  
One million dollars (\$1,000,000)

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than \$50,000 per vehicle, or highest valued vehicle, whichever is greater.

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

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

Each Accident:	\$1,000,000
Disease – policy limit:	\$1,000,000
Disease – each employee:	\$1,000,000

- (v) Crime Coverage: Insurance with limits in amounts not less than indicated below against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee:

Employee Dishonesty: Not less than \$50,000, or highest valued vehicle, whichever is greater.

- (vi) Cargo Insurance: Not less than \$50,000, or highest valued vehicle, whichever is greater.

12.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- (i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the



Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

- (iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (iv) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

### 12.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 8.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit..

## 13.0 **INTELLECTUAL PROPERTY INDEMNIFICATION**

- 13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Work provided under this Agreement (collectively in this Paragraph 13.0 "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or nolo contendere, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

- 13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Contract; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.
- 13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Subparagraph 13.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (in this Paragraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 12.1 (Indemnification) of this Exhibit for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

#### **14.0 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, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

## **15.0 FORCE MAJEURE**

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

## **16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or

offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

- 16.4 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 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.
- 16.7 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (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.

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.

16.9 These terms shall also apply to subcontractors of County Contractors.

## **17.0 COMPLIANCE WITH APPLICABLE LAW**

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

17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 17.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **18.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages,

overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

## **19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached as Exhibit D.
- 19.2 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, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
  - 19.4.1 Title VII, Civil Rights Act of 1964;
  - 19.4.2 Section 504, Rehabilitation Act of 1973;
  - 19.4.3 Age Discrimination Act of 1975;
  - 19.4.4 Title IX, Education Amendments of 1973, as applicable; and
  - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.
- 19.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

## **20.0 NONDISCRIMINATION IN SERVICES**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## **21.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 21.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

## **22.0 HIRING OF EMPLOYEES**

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

## **23.0 CONFLICT OF INTEREST**

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



23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 23.0 shall be material breach of this Agreement.

#### **24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

#### **25.0 RESTRICTIONS ON LOBBYING**

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

#### **26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event

that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

#### **27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

#### **28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

#### **29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

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

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

#### **30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **31.0 RECYCLED-CONTENT PAPER**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

### **32.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **32.1 Jury Service Program**

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

#### **32.2 Written Employee Jury Service Policy.**

- 32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that

employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

- 32.2.2 For purposes of this Paragraph 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32.0 (Compliance with Jury Service Program). The provisions of this Paragraph 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 32.2.4 Contractor's violation of this Paragraph 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **33.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 33.1 At any time prior to or during the Term, County may require that all Contractor's staff performing Work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance. The cost associated with obtaining the background check is the responsibility of the Contractor.
- 33.2 If any of Contractor's staff do not pass the background clearance investigation, County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through County's background investigation.
- 33.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County, or whose background or conduct is incompatible with County facility access, at the sole discretion of County.
- 33.4 Disqualification, if any, of Contractor staff pursuant to this Paragraph 33.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

### **34.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- 34.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 34.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

### **35.0 FEDERAL EARNED INCOME TAX CREDIT**

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at [www.irs.gov](http://www.irs.gov).

## **36.0 ASSIGNMENT BY CONTRACTOR**

- 36.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 36.0, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of County with the written concurrence of County Counsel.
- 36.2 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, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 36.0 of this Exhibit.
- 36.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **37.0 INDEPENDENT CONTRACTOR STATUS**

- 37.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 37.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 37.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole

employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

- 37.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement.

## **38.0 RECORDS AND AUDITS**

- 38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 38.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 38.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable

detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

- 38.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 38.0 shall constitute a material breach upon which County may terminate or suspend this Agreement.

### **39.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Mona Whittouck, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

### **40.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party



Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

**41.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

**42.0 COUNTY'S QUALITY ASSURANCE PLAN**

Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of inspections conducted by Contractor. These records must include but are not limited to, time a problem was first identified, clear description of the problem, including corrective action taken and time elapsed between identification and completed corrective action. County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in this Agreement.

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

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give 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 Agreement.

**44.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

**45.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT**

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

**46.0 SAFELY SURRENDERED BABY LAW**

**46.1 Notice to Employees**

Contractor shall notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**46.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. The poster is also available on the Internet at [www.babysafela.org](http://www.babysafela.org).

**47.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Contractor and County agree that, during the term of this Agreement and for a period of one (1) 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.

**48.0 PUBLIC RECORDS ACT**

48.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and

accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; 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 Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary," and which meet the definition of "Trade Secret" in California Evidence Code Section 1061. 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.

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

**49.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM *This Paragraph 49.0 will be included in the final Agreement if applicable.***

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

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

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

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

The above penalties shall also apply to any 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.

#### **50.0 WAIVER**

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

#### **51.0 GOVERNING LAW, JURISDICTION, AND VENUE**

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

#### **52.0 SEVERABILITY**

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

### **53.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

### **54.0 NON EXCLUSIVITY**

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

### **55.0 FACSIMILE**

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

\* \* \* \* \*

## **EXHIBIT B**

### **STATEMENT OF WORK**

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix B of the IFB)

## **EXHIBIT C**

### **PRICING SHEET**

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix D of the IFB.)

## **EXHIBIT D**

### **CONTRACTOR'S EEO CERTIFICATION**

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**



# CONTRACTOR'S EEO CERTIFICATION

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title: \_\_\_\_\_

Authorized Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT E**

### **CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT 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 Acknowledgment and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGMENT:**

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 and criminal 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.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

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 all data and information pertaining to persons and/or entities receiving services from the County, 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.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## **EXHIBIT F**

### **CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix H of the IFB.)

## **EXHIBIT G**

### **SAFELY SURRENDERED BABY LAW**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix I of the IFB.)

## **EXHIBIT H**

### **CONTRACT DISCREPANCY REPORT**

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix C of the IFB.)

## **EXHIBIT I**

### **PERFORMANCE REQUIREMENTS SUMMARY CHART**

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix C of the IFB.)



## **EXHIBIT J**

### **CALIFORNIA HIGHWAY PATROL VEHICLE REPORT (CHP 180)**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix C of the IFB.)

## **EXHIBIT K**

**AUTHORITY FOR RELEASE OF  
PROPERTY/EVIDENCE FORM (SH-AD-121)**

**VEHICLE TOWING AND  
LONG TERM STORAGE SERVICES**

(Not attached. Refer to Appendix C of the IFB.)

# **APPENDIX B**

## **STATEMENT OF WORK**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

#### **CENTRAL PROPERTY AND EVIDENCE (CPE) UNIT**

## **TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	SCOPE OF WORK .....	1
2.0	SPECIFIC WORK REQUIREMENTS .....	1
3.0	STORAGE SPECIFICATIONS AND SECURITY REQUIREMENTS.....	6
4.0	RELEASE REQUIREMENTS.....	7
5.0	REPORTS.....	8
6.0	CONTRACT DISCREPANCY REPORT .....	8
7.0	CONTRACTOR'S OFFICE.....	9

### **ATTACHMENTS**

ATTACHMENT 1	Currently Stored Vehicles, Parts and/or Equipment
--------------	---

## **APPENDIX B**

### **STATEMENT OF WORK (SOW)**

#### **1.0 SCOPE OF WORK**

The Los Angeles County Sheriff's Department's (Department) Central Property & Evidence (CPE) Unit requires Towing and Long Term Storage Services for motor vehicles of various types, the parts of vehicles, and/or various types of equipment ordered by the Department to be towed and stored for evidentiary purposes. Most items stored for evidentiary purposes are automotive vehicles which, along with other types of vehicles, would generally fall under the following categories: Light – scooters, motorcycles, jet skis; Medium – any vehicle, boat, or trailer, under 20 feet long; and Heavy – any vehicle, boat, or house trailer over 20 feet long. However, Contractor shall only be responsible for any watercraft over 20 feet long on the condition that it is trailerable and capable of being towed by Contractor as stated in section 2.13.

All requests for towing of vehicles, parts, and/or equipment to be held for Long Term storage shall be made by the Department's CPE Unit. Long Term storage is defined as storage by Contractor for a minimum of twenty-four (24) hours before vehicle, part, and/or equipment is released by the Department.

#### **2.0 SPECIFIC WORK REQUIREMENTS**

- 2.1 Contractor shall provide towing services for vehicles, parts, and/or equipment to Contractor's storage facility upon CPE's request. Pick-up may be required either within Los Angeles County or outside of Los Angeles County. CPE will notify Contractor of towing and storage requests by telephone at Contractor's office between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Contractor must complete each request for service within twenty-four (24) hours of notification by CPE, based on the above business hours.

- 2.2 Contractor must take the vehicle, part, and/or equipment directly to Contractor's secure storage yard(s), as required by Section 3.0 below, for Long Term storage.
- 2.3 On occasion, Contractor may be required to tow vehicles, parts, and/or equipment that are stored in Contractor's storage yard to a designated site or location for further inspection/investigation upon request by CPE. Upon completion of the further inspection/investigation, Contractor may then be required to pick-up the vehicle, part, and/or equipment from the designated site or location and return it to Contractor's storage yard for additional storage.
- 2.4 Contractor shall provide the personnel, equipment, storage yard(s) and security to ensure that only the County Project Manager or designee, is given access to vehicles, parts, and/or equipment placed in Contractor's storage facility.
- 2.5 Contractor shall safeguard all vehicles, parts, and/or equipment placed in its custody against damage, destruction, theft, or any other loss, and be responsible to County and legal owner for the contents of vehicles, parts, and/or equipment placed in its custody.
- 2.6 Certain vehicles, parts, and/or equipment require special handling pending investigation (i.e. fingerprinting, photographing, searches, etc.) by the Department. Contractor shall properly store vehicles, parts, and/or equipment requiring special handling, as described in Section 3.0 of this Exhibit B, Statement of Work, and additionally safeguard said items from unnecessary handling,
- 2.7 Contractor shall maintain records on all vehicles, parts and/or equipment stored at Contractor's storage facility which will include, but not be limited to, the following:

- 2.7.1 California Highway Patrol Vehicle Report (CHP 180) (form will be provided to Contractor by Department or originating agency). A sample CHP 180 form is provided in Appendix C, Technical Exhibits, Exhibit 3. The information on the form includes but is not limited to the following:
    - 2.7.1.1 License plate number
    - 2.7.1.2 Vehicle identification number
    - 2.7.1.3 Make, model and color
    - 2.7.1.4 Condition of vehicle at time of towing and arrival at Contractor's storage yard
  - 2.7.2 Date and time of call for towing services
  - 2.7.3 Location of vehicle from which it is to be towed
  - 2.7.4 Date and time of arrival at Contractor's storage yard for storage services
  - 2.7.5 Photo of vehicle upon arrival at Contractor's storage facility, as provided by CPE unit
  - 2.7.6 Storage location of vehicle: indicate specific storage facility if more than one storage facility used by Contractor; indicate specific area (e.g. stall, space) in storage facility
  - 2.7.7 Name of Handling Investigator as provided by CPE
  - 2.7.8 Date of release – attach a copy of the Authority for Release of Property/Evidence Form (SH-AD-121). A sample SH-AD- 121 form is provided in Appendix C, Technical Exhibits, Exhibit 4
  - 2.7.9 Person or agency to whom vehicle was released
  - 2.7.10 Information required by law including California Vehicle Code Section 106.50 (Record of Storage)
- 2.8 Contractor shall maintain a log of all calls for service received from the Department's CPE Unit.
- 2.9 Contractor shall be responsible for preparing (cleaning, inflating tires, moving for accessibility, etc.) any vehicle, part and/or equipment for

inspection by the Department upon request by the County Project Manager.

2.10 Contractor shall establish and maintain a tracking system to document inspections by recording the date, time, person(s) who conducted inspection, and the vehicle, part and or equipment that was inspected. Contractor shall confirm that the person conducting inspection has authorization from County Project Manager prior to granting access.

2.11 Contractor shall provide and have available for Department use basic hand tools necessary for Department authorized inspection of vehicles, parts and/or equipment.

2.12 Security breaches of any type must be reported to County Project Manager immediately. Notifications during normal business hours should be directed to County Project Manager. Notifications after business hours should be directed to Sheriff's Headquarters Bureau at (323) 267-4800.

#### 2.13 TOW EQUIPMENT

The following apply to all vehicles used by Contractor in providing services under this Agreement:

2.13.1 Contractor shall provide flatbed trucks to transport Light and Medium vehicles and vehicle parts, i.e., engine, transmission, etc., if necessary.

2.13.2 Flatbed trucks shall be equipped with two-way communication with Contractor dispatcher.

2.13.3 Contractor shall provide tow vehicles capable of transporting Heavy vehicles and equipment (i.e., Class C truck, Class D truck, and lowboy). These tow vehicles shall



also be equipped with two-way communication with Contractor dispatcher.

2.13.4 All Contractor tow vehicles, including flatbed trucks and those for transporting Heavy vehicles and equipment, shall be rated a minimum of one (1) ton. Each vehicle shall be in compliance with Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

2.14 Contractor shall be responsible for towing currently stored vehicles, parts and/or equipment to Contractor's storage yard(s) for Long Term storage at Department's expense. All vehicles, parts, and/or equipment are to be towed and relocated to Contractor's storage yard(s) no later than thirty (30) days after execution of the Agreement by the Board of Supervisors. Contractor shall coordinate the pick up of the currently stored vehicles, parts, and/or equipment with the County Project Manager. The following are the locations where the vehicles, parts, and/or equipment are currently stored and the total number of vehicles, parts, and/or equipment at each location. Refer to Attachment 1 of this SOW for a listing of the vehicles stored at each location, as of December 22, 2008. The list is subject to change.

- City Terrace Towing Service Inc.      49 vehicles  
4167 Whiteside St.      1 generator  
Los Angeles, CA 90063
- Central Property & Evidence Unit      26 vehicles  
14205 Telegraph Rd  
Whittier, CA 90604

### **3.0 STORAGE SPECIFICATIONS AND SECURITY REQUIREMENTS**

The following applies to the area of the storage yard(s) used by Contractor to provide services under this Agreement.

- 3.1 Contractor's storage area shall have the capacity to store up to one hundred and fifty (150) vehicles, parts for vehicles, and/or equipment stored under this Agreement.
- 3.2 Storage area shall have a locking system and barbed wire (or equivalent) fencing that is maintained by Contractor.
- 3.3 Storage area shall have an alarm/monitoring system that is maintained by Contractor.
- 3.4 Storage area shall be video tape recorded twenty-four (24) hours a day, seven (7) days a week. Recorded video tape may be reviewed, and shall be provided upon request, by the Department or other County representative at any time. Recorded video tape shall be held by Contractor for a minimum of sixty (60) days from date of recording.
- 3.5 Contractor's primary area for storage of vehicles, parts and/or equipment must be a roofed, enclosed, and lighted area.
- 3.6 All vehicles, parts and/or equipment that are not stored in a roofed, enclosed, and lighted area shall be fully covered with a protective cover, provided by Contractor, capable of blocking out UV radiation and dust contamination.
- 3.7 Contractor will be notified by County Project Manager which vehicles, parts and/or equipment may be stored outside of the primary enclosed area.

## **4.0 RELEASE REQUIREMENTS**

The Department will store vehicles with Contractor for a minimum of twenty-four (24) hours. At any time after the first twenty-four (24) hours of storage, the Department may authorize the release of any and all vehicles, parts and/or equipment at any time during normal business hours pursuant to an Authority for Release of Property/Evidence form (SH-AD-121). A sample of the form is attached hereto as Appendix C, Technical Exhibits, Exhibit 4.

- 4.1 Vehicle, parts and/or equipment are released through the handling unit's notification process, via certified mail. The handling unit, the unit within the Department that is conducting an investigation involving the vehicle, part and/or equipment, will send a SH-AD-121 and authorization letter to person(s) authorized to claim vehicle, parts and/or equipment. The authorized person(s) must then present the completed and duly signed SH-AD-121 form to CPE unit along with their valid state-issued photo identification card and authorization letter to claim their vehicle, part and/or equipment. Once documentation is verified, the CPE Unit will advise authorized person(s) to take the completed forms to Contractor's storage yard to claim their vehicle, part and/or equipment. The CPE Unit will also notify Contractor by telephone and fax Contractor the authorization (SH-AD-121) to release vehicle, part and/or equipment to appropriate person(s).
- 4.2 Contractor shall only release vehicle, part and/or equipment to person(s) listed on the SH-AD-121 form which has been properly executed by an authorized Department representative. Contractor shall be responsible for verifying the identity of the person to whom the vehicle, part and/or equipment is released by requiring a valid state-issued photo identification card.
- 4.3 The Department shall only be responsible for storage charges incurred until the date on the authorization letter for release. All storage charges incurred after the date on the authorization letter for

release shall be the sole responsibility of the person(s) authorized to claim the vehicle, parts and/or equipment. The rates for storage charged to person(s) authorized to claim the vehicle shall not exceed the rates paid by County as set forth on Exhibit C, Pricing Sheet.

- 4.4 If the vehicle is not claimed, Contractor shall process vehicle for Statutory Disposal as prescribed by law pursuant to Section 22851 of the California Vehicle Code and Section 3072 of the Civil Code.

## **5.0 REPORTS**

Contractor shall provide a monthly report to the Department, with a listing of all stored vehicles, parts and/or equipment. The following minimum information shall be provided for each vehicle, part and/or equipment that was in storage for any period of time during the month of the report including but not limited to:

- Department file number;
- Date and time placed in storage;
- Date and time released from storage by Department;
- Vehicle, part and/or equipment license plate number or vehicle identification number

## **6.0 CONTRACT DISCREPANCY REPORT (TECHNICAL EXHIBIT 1)**

Verbal notification of a contract discrepancy will be made to Contractor's 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 County and Contractor.

County's Project Manager(s) will determine whether a formal Contract Discrepancy Report (see Appendix C, Technical Exhibits, Exhibit 1) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County's Project Manager(s) within ten (10) business days, acknowledging the reported discrepancies with a plan for correction of all

deficiencies identified in the Contract Discrepancy Report, or presenting contrary evidence.

## **7.0 CONTRACTOR'S OFFICE**

Contractor's storage yard(s) used in providing service under this Agreement shall be at a location within a twenty (20) mile radius of the Department's Headquarters Building located at 4700 Ramona Boulevard, Monterey Park, California 91754. Contractor's office must be equipped with a telephone in the company's name where Contractor conducts business. Contractor's office must have and provide an email address where Contractor conducts business. At least one (1) Contractor employee who can respond to requests for services, inquiries, and/or complaints that may be received regarding Contractor's performance of the Agreement services shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. This employee must be able to speak, read, and write in the English language.

## ATTACHMENT 1

### CURRENTLY STORED VEHICLES, PARTS AND/OR EQUIPMENT

As of December 22, 2008, the following is a list of vehicles that are stored at each location. The list is subject to change.

#### Vehicles stored at City Terrace Service, Inc.

- |                              |                                 |
|------------------------------|---------------------------------|
| 1) 2003 Honda Civic          | 35) 1999 Toyota Tacoma          |
| 2) 2004 Nissan Maxima        | 36) 1996 Dodge Pick-Up          |
| 3) 1992 Cadillac El Dorado   | 37) 2001 BMW X5                 |
| 4) 2000 Toyota Camry         | 38) 2003 Toyota Camry           |
| 5) 2002 Chevrolet Avalanche  | 39) 1997 Pontiac Sunfire        |
| 6) 1992 Toyota Camry         | 40) 2003 Crown Victoria         |
| 7) 1993 Nissan Maxima        | 41) 1985 Toyota Mini Van        |
| 8) 1997 Chevrolet Tahoe      | 42) 2001 Chevrolet Pick-Up 3500 |
| 9) 1999 Dodge Avenger        | 43) 1994 Jeep Cherokee          |
| 10) 1995 Nissan Altima       | 44) 2004 Kia Spectra            |
| 11) 1977 Chevrolet El Camino | 45) 1986 Mitsubishi Fuso        |
| 12) 1991 Honda Accord        | 46) 1999 Jeep Cherokee          |
| 13) 1996 Chevrolet Silverado | 47) 1999 Volkswagon Passat      |
| 14) 2005 Skil Trailer        | 48) 1973 Cadillac Coup          |
| 15) 1986 Motorhome           | 49) 2009 Toyota Tacoma          |
| 16) 1994 Mercedes 280        | 50) Generator and miscellaneous |
| 17) 2001 Ford Explorer       | parts                           |
| 18) 1998 Lincoln Marck VIII  |                                 |
| 19) 2001 Chevrolet Malibu    |                                 |
| 20) 2002 Nissan Altima       |                                 |
| 21) 1999 Ford Expedition     |                                 |
| 22) 1999 Mitsubishi Diamante |                                 |
| 23) 2007 Ford Thunderbird    |                                 |
| 24) 1993 Honda Accord        |                                 |
| 25) 2003 Mercedes E320       |                                 |
| 26) 1999 Ford F-150          |                                 |
| 27) 1989 Chevy S-10          |                                 |
| 28) 2004 Chevy Avalanche     |                                 |
| 29) 2005 Chevrolet Cargo Van |                                 |
| 30) 1986 Buick Regal         |                                 |
| 31) 2000 Chevrolet Tahoe     |                                 |
| 32) 1995 Chevrolet Tahoe     |                                 |
| 33) 1995 Lincoln Mark VIII   |                                 |
| 34) 2004 Honda Odyssey       |                                 |

**Vehicles stored at Central Property and Evidence Unit, Los Angeles County Sheriff's Department**

- 1) Chevrolet Van
- 2) Ford Continental
- 3) Chevrolet Astro Van
- 4) Chrysler Van
- 5) BMW
- 6) Ford Cougar
- 7) Mitsubishi Galant
- 8) Chevrolet Sprint
- 9) Isuzu
- 10) Mercedes Benz
- 11) Nissan Maxima
- 12) Diatsu
- 13) Acura Legend
- 14) Chevrolet Truck
- 15) BMW 318
- 16) Chrysler Sebring
- 17) Ford Navigator
- 18) Chevrolet Metro
- 19) Nissan Maxima
- 20) Chevrolet Tahoe
- 21) Ford Contour
- 22) Toyota Corolla
- 23) Toyota Camry
- 24) Honda Civic
- 25) Toyota Camry
- 26) Black and White L.A. County Sheriff's Department Vehicle

## ***APPENDIX C***

### ***IFB TECHNICAL EXHIBITS***

#### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**



## **APPENDIX C TECHNICAL EXHIBITS TABLE OF CONTENTS**

### **Exhibits**

- 1 CONTRACT DISCREPANCY REPORT
- 2 PERFORMANCE REQUIREMENTS SUMMARY CHART
- 3 CALIFORNIA HIGHWAY PATROL VEHICLE REPORT (CHP 180)
- 4 AUTHORITY FOR RELEASE OF PROPERTY/EVIDENCE FORM (SH-AD-121)

**TECHNICAL EXHIBIT 1**  
**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      Prepared by County: \_\_\_\_\_ Received by Contractor: \_\_\_\_\_  
                 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 \_\_\_\_\_

TECHNICAL EXHIBIT 2

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

***VEHICLE TOWING AND LONG TERM STORAGE SERVICES***

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEES TO BE ASSESSED</b>
Agreement: Paragraph 7.0 – Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Observation and inspection of files	\$50 per non-notification
Agreement: Sub-paragraph 4.1.5 – Quarterly Meetings	Contractor's representative to attend as-needed quarterly meetings.	Attendance	\$50 per non-attendance of each meeting
SOW: Sub-paragraph 2.10 – Specific Work Requirements	Contractor shall establish and maintain, within thirty (30) calendar days of contract award, a tracking system as specified in Sub-paragraph 2.10.	Inspection of files	\$50 per day after time specified; \$50 per inspection of non-maintenance
SOW: Sub-paragraph 2.12 – Specific Work Requirements	Security breaches of any type must be reported to County Project Manager immediately, no later than three (3) hours after breach and as specified in Sub-paragraph 2.12.	Observation and inspection of files	\$50 per non-notification; \$25 for each hour after three (3) hour deadline.
SOW: Sub-paragraph 2.13.4 – Specific Work Requirements	All tow vehicles shall be in compliance with Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.	Observation and inspection of files	\$50 per non-compliance, per Section and \$50 per day thereafter until in compliance
SOW: Sub-paragraph 2.14 – Specific Work Requirements	Contractor shall be responsible for towing currently stored vehicles as specified in Sub-paragraph 2.14.	Observation	\$50 per day after time specified
SOW: Sub-paragraph 3.2 – Storage Specifications and Security Requirements	Storage area shall have a locking system and barbed wired (or equivalent) fencing that is maintained by Contractor.	Observation and inspection	\$50 per occurrence and \$50 per day thereafter, until security requirements in place

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
SOW: Sub-paragraph 3.3 – Storage Specifications and Security Requirements	Storage area shall have an alarm/monitoring system that is maintained by Contractor.	Observation and inspection of files	\$50 per occurrence and \$50 per day thereafter, until operational system in place
SOW: Sub-paragraph 3.4 – Storage Specifications and Security Requirements	Storage area shall be video tape recorded twenty-four (24) hours a day, seven (7) days a week.	Observation and inspection of recordings	\$50 per incomplete or non-recorded 24-hour period
SOW: Sub-paragraph 3.4 – Storage Specifications and Security Requirements	Contractor to maintain all tape recordings as specified in Sub-paragraph 3.4.	Inspection of recordings	\$50 per each 24-hour recorded period not maintained
SOW: Sub-paragraph 3.6 – Storage Specifications and Security Requirements	All vehicles, parts and/or equipment that are not stored in an enclosed area shall be covered with an “intact tarp” cover, provided by contractor, capable of blocking out UV radiation and dust contamination.	Observation and inspection of vehicle	\$50 per vehicle, per day
SOW: Sub-paragraph 4.2 – Release Requirements	Contractor shall only release vehicle, part and/or equipment, to person(s) listed on Authority for Release of Property and Evidence form (SH-AD-121) as specified in Sub-paragraph 4.2.	Inspection of files	\$50 per occurrence
SOW: Paragraph 5.0 – Reports	Contractor shall provide a monthly report by the 15 <sup>th</sup> of the following month to the County Project Manager, with a listing of all stored vehicles, parts and/or equipment and as specified in Paragraph 5.0.	Observation and inspection of files	\$50 per day of delay
SOW: Paragraph 7.0 – Contractor’s Office	At least one employee who can respond to requests for services, inquiries, and/or complaints that may be received regarding the Contractor’s performance of the Agreement services and as specified in Paragraph 7.0.	Observation	\$50 per occurrence

# TECHNICAL EXHIBIT 3

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**VEHICLE REPORT**  
CHP 180 (REV 7-97) OPI 061

NOTE: CHP 180 IS FURNISHED TO ALL PEACE OFFICERS BY THE CALIFORNIA HIGHWAY PATROL

REPORTING DEPARTMENT		LOCATION CODE	DATE / TIME OF REPORT	NOTICE OF STORED VEHICLE DELIVERED PERSONALLY <input type="checkbox"/>	FILE NO.
LOCATION TOWED / STOLEN FROM			ODOMETER READING	VIN CLEAR IN SVS? <input type="checkbox"/> YES <input type="checkbox"/> NO LIC. CLEAR IN SVS? <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE / TIME DISPATCH NOTIFIED LOG NO.
YEAR	MAKE	MODEL	BODY TYPE	COLOR	LICENSE NO. <input type="checkbox"/> ONE <input type="checkbox"/> TWO MONTH / YEAR STATE CA
VEHICLE IDENTIFICATION NO.			ENGINE NO.	VALUATION BY <input type="checkbox"/> OFFICER <input type="checkbox"/> OWNER <input type="checkbox"/> 0-300 <input type="checkbox"/> 301-2500 <input type="checkbox"/> 2501+ <input type="checkbox"/> \$	
REGISTERED OWNER			LEGAL OWNER		
<input type="checkbox"/> SAME AS R/O					

☐ STORED ☐ IMPOUNDED ☐ RELEASED ☐ RECOVERED - VEHICLE / COMPONENT

TOWING / STORAGE CONCERN (NAME, ADDRESS, PHONE)

STORAGE AUTHORITY / REASON

TOWED TO / STORED AT				AIRBAG? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> 1 <input type="checkbox"/> 2				DRIVEABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> JUNK <input type="checkbox"/> UNK				VIN SWITCHED? <input type="checkbox"/> YES <input type="checkbox"/> NO			
CONDITION	YES	NO	ITEMS	YES	NO	ITEMS	YES	NO	ITEMS	YES	NO	TIRES / WHEELS	CONDITION		
WRECKED			SEAT (FRONT)			REGISTRATION			CAMPER			LEFT FRONT			
BURNED HULK per 431 (c) VC			SEAT (REAR)			ALT. / GENERATOR			VESSEL AS LOAD			RIGHT FRONT			
VANDALIZED			RADI			BATTERY			FIREARMS			LEFT REAR			
ENG. / TRANS. STRIP			TAPE DECK			DIFFERENTIAL			OTHER			RIGHT REAR			
MISC. PARTS STRIP			TAPES			TRANSMISSION						SPARE			
BODY METAL STRIP			OTHER RADIO			AUTOMATIC						HUB CAPS			
SURGICAL STRIP per 431(b) VC			IGNITION KEY			MANUAL						SPECIAL WHEELS			

RELEASE VEHICLE TO: ☐ R/O OR AGENT ☐ AGENCY HOLD ☐ 22850.3 VC

GARAGE PRINCIPAL / AGENT STORING VEHICLE (SIGNATURE)

DATE / TIME

NAME OF PERSON / AGENCY AUTHORIZING RELEASE

I.D. NO.

DATE

CERTIFICATION: I, THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE ABOVE DESCRIBED VEHICLE.

SIGNATURE OF PERSON AUTHORIZING RELEASE

SIGNATURE OF PERSON TAKING POSSESSION

☐ STOLEN VEHICLE / COMPONENT ☐ EMBEZLED VEHICLE ☐ PLATE(S) REPORT

DATE / TIME OF OCCURRENCE	DATE / TIME REPORTED	NAME OF REPORTING PARTY (R/P)	DRIVER LICENSE NO. / STATE
LAST DRIVER OF VEHICLE	DATE / TIME	ADDRESS OF R/P	TELEPHONE OF R/P ( )
I CERTIFY OR DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT		SIGNATURE OF PERSON MAKING REPORT	

## REMARKS

[LIST PROPERTY, TOOLS, VEHICLE DAMAGE, ARRESTS]

DRIVER'S NAME	ARRESTED / SECTION? <input type="checkbox"/> YES <input type="checkbox"/> NO	REPORTED BY	CARGO / TYPE? <input type="checkbox"/> YES <input type="checkbox"/> NO	VALUE \$ <input type="checkbox"/> BILL OF LADING ATTACHED
---------------	--	-------------	--	---



FRONT



LEFT SIDE



RIGHT SIDE



REAR



TOP

SIGNATURE OF OFFICER TAKING REPORT

I.D. NO.

SUPERVISOR

REQUIRED NOTICES SENT TO REGISTERED AND LEGAL OWNERS PER 22852 VC? ☐ YES ☐ NO

DATE NOTIFIED

OSP 98 8188

### TECHNICAL EXHIBIT 3

[illegible]

TECHNICAL EXHIBIT 4

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

[ ] CENTRAL PROPERTY AND EVIDENCE UNIT  
14201 E. TELEGRAPH ROAD  
WHITTIER, CA 90604  
CALL FOR APPT. (562) 946-7291  
FAX: (562) 944-4491

[ ] FINANCIAL PROGRAMS BUREAU  
SPECIAL ACCOUNTS  
4700 RAMONA BLVD., 3<sup>RD</sup> FLOOR  
MONTEREY PARK, CA 91754  
(323) 526-5314

**AUTHORITY FOR RELEASE OF PROPERTY/EVIDENCE**

YOU ARE HEREBY AUTHORIZED TO RELEASE THE FOLLOWING:

URN: \_\_\_\_\_ PC NO: \_\_\_\_\_ DELIVERY DATE TO CPE \_\_\_\_\_

ITEM NO: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

ITEM NO: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

ITEM NO: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

ITEM NO: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

ITEM NO: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

Misc. Receipt #: \_\_\_\_\_ DEPOSIT DATE \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

STATION/UNIT \_\_\_\_\_ TEL. NO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_  
PRINT NAME EMPLOYEE NO. SIGNATURE DATE

AUTHORIZING LT: \_\_\_\_\_  
(currency and firearms) PRINT NAME EMPLOYEE NO. SIGNATURE DATE

RELEASE TO: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

CDL/CA ID NO: \_\_\_\_\_ DOB \_\_\_\_\_ VALID PHOTO ID REQUIRED

**SPECIAL REQUIREMENTS - FIREARMS (Refer to P.C. 12021.3)**

CLAIMANT PRESENTED DEPARTMENT OF JUSTICE (DOJ) ELIGIBILITY CERTIFICATE? YES [ ] NO [ ]

ADMINISTRATIVE FEE (\$54 PER GUN) COLLECTED AND RECEIPT ISSUED? YES [ ] NO [ ] WAIVED [ ]

SH-AD-121 (rev. 08/08)

## **APPENDIX D**

### ***REQUIRED FORMS FOR INVITATION FOR BIDS (IFB)***

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**



## **APPENDIX D REQUIRED FORMS TABLE OF CONTENTS**

### **Exhibits**

- 1 BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 CERTIFICATION OF NO CONFLICT OF INTEREST
- 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT.
- 7 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM  
CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION  
FORM
- 8 BIDDER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW  
PARTICIPANTS
- 10 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM -  
CERTIFICATION FORM & APPLICATION FOR EXCEPTION
- 11 INTENTIONALLY OMITTED
- 12 PRICING SHEET
- 13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &  
ACKNOWLEDGEMENT OF IFB RESTRICTIONS
- 14 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
- 15 REQUIRED LICENSES AND PERMITS

**REQUIRED FORMS - EXHIBIT 1**  
**BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Page 1 of 3

Please complete, date and sign this form and place it in Section A of your bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. If your firm is a corporation or a limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

\_\_\_\_\_

\_\_\_\_\_

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Invitation for Bids, as listed below.

Check the appropriate boxes:

- ☐ **Yes**   ☐ **No**   Bidder must have (5) years minimum experience, two (2) years which must have been for a law enforcement agency, providing services equivalent to the services identified in Appendix B, Statement of Work, of this IFB.
- ☐ **Yes**   ☐ **No**   Bidder must have a Project Manager with two (2) years of experience providing services equivalent to the services described in Appendix B, Statement of Work of this IFB. The Project Manager must be able to communicate effectively in English.
- ☐ **Yes**   ☐ **No**   Bidder must have a dispatch office and storage yard(s) for services provided under this Agreement located within a 20 mile radius of the Department's Headquarters Building, 4700 Ramona Blvd., Monterey Park, CA 91754, and meet the requirements as described in Appendix B, Statement of Work, of this IFB.
- ☐ **Yes**   ☐ **No**   Bidder's storage yard(s) for services provided under this Agreement must have the capacity to store up to 100 vehicles, additional parts and/or equipment, and be secured as described in Appendix B, Statement of Work, of this IFB.
- ☐ **Yes**   ☐ **No**   Bidder must have all required licenses and permits listed in Appendix D, Exhibit 15 and described in Appendix B, Statement of Work, of this IFB.
- ☐ **Yes**   ☐ **No**   Bidder will be responsible for moving currently stored vehicles, parts and/or equipment from their current locations, as identified in Appendix B, Statement of Work, Attachment 1, of this IFB, to Bidder's facility at the Department's expense.
- ☐ **Yes**   ☐ **No**   Bidder must comply with the IFB format and requirements set forth in the IFB Submission Requirements, Section 2.0 of this IFB.

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

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

e-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Additional instructions

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the County requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the Bidder or at some later time, the County may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Agreements.

If the below referenced documents are not available at the time of Bid submission, Bidder must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Bidder must submit the following documentation with the Bid:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization
2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State and any amendments.

On behalf of \_\_\_\_\_ (Bidder's name), I \_\_\_\_\_  
(Name of Bidder's authorized representative), certify that the information contained in this Bidder's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

**REQUIRED FORMS - EXHIBIT 2**  
**PROSPECTIVE CONTRACTOR REFERENCES**

**Contractor's Name:** \_\_\_\_\_

List Two (2) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. At least one reference must be from a Law Enforcement Agency.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 3**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

**REQUIRED FORMS - EXHIBIT 4**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:**\_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Fax #</b> (    )
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				

**REQUIRED FORMS - EXHIBIT 5**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Bidder Official Title

\_\_\_\_\_  
Official's Signature



**REQUIRED FORMS - EXHIBIT 6**  
**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

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

**FIRM NAME:** \_\_\_\_\_  
**COUNTY VENDOR NUMBER:** \_\_\_\_\_

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.  
☐ Attached is my Local SBE Certification letter issued by the County

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

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

**REQUIRED FORMS - EXHIBIT 8**  
**BIDDER'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder 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.

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 9**  
**ATTESTATION OF WILLINGNESS TO CONSIDER**  
**GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Bidders unable to meet this requirement shall not be considered for contract award.**

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County)      \_\_\_\_\_NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES      \_\_\_\_\_NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES      \_\_\_\_\_NO      \_\_\_\_\_N/A (Program not available)

Bidder Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

GAIN/GROW ATTESTATION - 10-14-03

## REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

#### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

## **REQUIRED FORMS - EXHIBIT 11**

**Intentionally Omitted**

**REQUIRED FORMS – EXHIBIT 12**  
**PRICING SHEET**

**1.0 TOWING AND STORAGE RATES**

Rates and charges for Towing and Long Term Storage Services under this Agreement shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing, except as provided herein.

**2.0 TOWING RATES AND CHARGES**

Charges for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall be a flat rate and shall include any and all pick-up and hook-up charges.

**Pick-up outside Los Angeles County – towing charge per vehicle, part and/or equipment**

- 1. Motorcycles, scooters and jet skis (light) .....\$\_\_\_\_\_
- 2. Automobiles, trucks, boats and trailers less than 20 feet long (medium).....\$\_\_\_\_\_
- 3. Trucks, boats and house trailers 20 feet long and over (heavy) .....\$\_\_\_\_\_
- 4. Parts of vehicles, and/or various types of equipment (cost per pallet) .....\$\_\_\_\_\_

**Pick-up within Los Angeles County – towing charge per vehicle, part and/or equipment** (pick-up, towing, and relocation per the initial tow and storage request set forth in SOW Section 2.14 shall be billed at these rates)

- 5. Motorcycles, scooters and jet skis (light) .....\$\_\_\_\_\_
- 6. Automobiles, trucks, boats and trailers less than 20 feet long (medium).....\$\_\_\_\_\_
- 7. Trucks, boats and house trailers 20 feet long and over (heavy) .....\$\_\_\_\_\_
- 8. Parts of vehicles, and/or various types of equipment (cost per pallet) .....\$\_\_\_\_\_

**Transporting stored vehicles from Contractor's storage facility to a designated location outside Los Angeles County– towing charge per vehicle, part and/or equipment**

9. Motorcycles, scooters and jet skis (light) ..... \$ \_\_\_\_\_
10. Automobiles, trucks, boats and trailers less than 20 feet long (medium).....\$ \_\_\_\_\_
11. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$ \_\_\_\_\_
12. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$ \_\_\_\_\_

**Transporting stored vehicles from Contractor's storage facility to a designated location within Los Angeles County – towing charge per vehicle, part and/or equipment**

13. Motorcycles, scooters and jet skis (light) .....\$ \_\_\_\_\_
14. Automobiles, trucks, boats and trailers less than 20 feet long (medium) ..... \$ \_\_\_\_\_
15. Trucks, boats and house trailers 20 feet long and over (heavy) .....\$ \_\_\_\_\_
16. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$ \_\_\_\_\_

**3.0 DAILY STORAGE RATES AND CHARGES**

Vehicle must be at the tow service for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

17. Motorcycles, scooters and jet skis (light) ..... \$ \_\_\_\_\_
18. Automobiles, trucks, boats and trailers less than 20 feet long (medium) .....\$ \_\_\_\_\_
19. Trucks, boats and house trailers 20 feet long and over (heavy) .....\$ \_\_\_\_\_
20. Parts of vehicles, and/or various types of equipment (cost per pallet) .....\$ \_\_\_\_\_

**4.0 HOURLY RATE**

Hourly rate for any miscellaneous duties or tasks associated with towing/storage not included in the above, to be approved by County Project Manager in advance.....\$ \_\_\_\_\_



**REQUIRED FORMS - EXHIBIT 13**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Bidder.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____
_____

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORMS - EXHIBIT 14**

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

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

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

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

<b><i>SIGNATURE REVIEWER</i></b>	<b><i>OF</i></b>	<b><i>APPROVED</i></b>	<b><i>DISAPPROVED</i></b>	<b><i>DATE</i></b>

**REQUIRED FORMS – EXHIBIT 15**  
**REQUIRED LICENSES AND PERMITS**

Page 1 of 2

Bidder's and Bidder's employees providing services under this Contract must possess, comply with, and keep current all of the following required licenses, registrations, and permits pursuant to Paragraph 39.0 of Exhibit A (Additional Terms and Conditions) of this Agreement: Attach copies of all licenses and permits.

**Business Requirements:**

- |  |  |
|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | City of Los Angeles Permit (required if operating in City of Los Angeles)<br>LAMC 21.190           |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | County of Los Angeles Permit LACC 7.28.020   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | City of Los Angeles Parking Occupancy Registration Certificate (if located in City of Los Angeles) |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Police Commissioners Permit (required if operating in City of Los Angeles)<br>LAMC 103.204.1       |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | California Motor Carrier Permit 34601( c)(1) CVC, 34601 (d) CVC                                    |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | DMV Employer Pull Notice 1808.1 CVC  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Controlled Substance and Alcohol Testing Certificate (Federal Law CFR49 Part 40) 34520 CVC         |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | California State Carrier Inspection (BIF CHP 343 D Form) 34507.5 CVC                               |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Appropriate business license(s) required by Contractor City and County of applicable jurisdiction  |

Please list:

**Driver Requirements:**

- ☐ Yes ☐ No      DMV Pull Notice for Driver 1808.1 CVC
- ☐ Yes ☐ No      Proof of Driver's Enrollment in Controlled Substance and Alcohol Testing Program (CSAT) 34520 CVC
- ☐ Yes ☐ No      Police Commissioners Permit or Live Scan (required if operating in City of Los Angeles) LAMC 103.204.1
- ☐ Yes ☐ No      California Driver's License 12500 CVC

**Truck Requirements:**

- ☐ Yes ☐ No      Proof of inspection by California Highway Patrol 34507 CVC

## **APPENDIX E**

**TRANSMITTAL FORM TO REQUEST AN IFB  
SOLICITATION REQUIREMENTS REVIEW**

**VEHICLE TOWING AND  
LONG TERM STORAGE SERVICES**

## TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

---



---



---

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

---



---



---

Date Response sent to Bidder: \_\_\_\_\_

# **APPENDIX F**

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

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

### ***WE RECOGNIZE. . . .***

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

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



# **APPENDIX G**

## **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

# **APPENDIX H**

**CONTRACTOR EMPLOYEE  
JURY SERVICE ORDINANCE**

**VEHICLE TOWING AND  
LONG TERM STORAGE SERVICES**

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

Page 2 of 3

- 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

Page 3 of 3

**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)

## **APPENDIX I**

### **SAFELY SURRENDERED BABY LAW**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
[www.babysafela.org](http://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](http://www.babysafela.org)





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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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



# **APPENDIX J**

## **IRS NOTICE 1015**

### **VEHICLE TOWING AND LONG TERM STORAGE SERVICES**



Department of the Treasury  
**Internal Revenue Service**

## Notice 1015

(Rev. December 2007)

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

---

#### **What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

#### **Which Employees Must I Notify About the EIC?**

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

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

#### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

#### **How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.