



COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

INVITATION FOR BIDS (IFB) FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) EQUIPMENT MAINTENANCE AND REPAIR SERVICES

IFB #480-JPA

**Prepared By
County of Los Angeles**

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the JPA (as defined hereinbelow) will be determined in accordance with the terms of the applicable contract and applicable law.

**INVITATION FOR BIDS (IFB)
HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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1.0 GENERAL INFORMATION

1.1 Purpose

The Los Angeles Regional Crime Laboratory Facility Joint Powers Authority (JPA), is issuing this Invitation for Bids (IFB) to solicit bids for a Contract with an organization who can provide Heating, Ventilation and Air Conditioning (HVAC) Equipment Maintenance and Repair Services.

The HVAC Equipment Maintenance and Repair Services shall include all Original Equipment Manufacturer (OEM) parts, materials and labor, general maintenance and inspection services, preventative maintenance and inspection services, and emergency/unscheduled repair services for the equipment listed in Exhibit C, Equipment List and Price Schedule.

The inspection, maintenance and repair services are for the air handlers, split systems, humidifiers, exhaust fans, pumps, boilers, cooling towers, and chillers for the Heat, Ventilation and Air Condition (HVAC) systems. The HVAC equipment is located at the Hertzberg-Davis Forensic Science Center (HDFSC) at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

Pursuant to the terms of the First Amended Joint Exercise of Powers Agreement between the County of Los Angeles (County) and the City of Los Angeles (City), the JPA's exercise of its powers is subject to the laws and regulations governing the County. Accordingly, certain County laws and policies shall apply to this IFB and the resulting Contract, as indicated hereinbelow where applicable.

1.2 Overview of Solicitation Document

This Invitation for Bids (IFB) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders in how to prepare and submit their Bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**

- **A - SAMPLE CONTRACT:** Lists the terms and conditions in the Contract.
- **B - STATEMENT OF WORK:** Explains in detail the statement of work to be performed in the Contract.
- **C - SOW 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 requesting a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County of Los Angeles (County) program.
- **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program.
- **K - DEFAULTED PROPERTY TAX PROGRAM:** County program

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 Contract, Paragraph 2 - Definitions.

1.4 Bidder's Minimum Requirements

Interested and qualified Bidders that 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 of experience, within the last five (5) years, providing heating, ventilation, and air conditioning maintenance

and repair services equivalent or similar to the services identified in Appendix B, Statement of Work. The Services must be for equipment that is equivalent to the equipment listed in Appendix B, Statement of Work, Exhibit C, Equipment List and Price Schedule.

1.4.2 Bidder must have had at least one (1) successful contract worth over \$250,000, within the last five (5) years.

1.4.3 Bidder must have an office within 100 miles from HDFSC.

1.5 JPA Rights and Responsibilities

The JPA has the right to amend the IFB by written addendum. The JPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each such addendum shall be made available to each person or organization which JPA records indicate has received this IFB. 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 in the sole discretion of the JPA. The JPA 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.

1.6 Contract Term

The Contract Term shall be for a period of two (2) years, with the option to extend the Contract for three (3) additional one-year periods (Option Years) for a maximum total possible Contract Term of five (5) years. The Contract shall commence on October 4, 2012, following and subject to Los Angeles Regional Crime Laboratory Facility Joint Powers Authority (JPA) award. Option extensions shall be authorized by the JPA.

1.7 Contract Rates

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

The rates shall be stated on Exhibit 12, Pricing Sheet, of Appendix D, Required Forms.

1.8 Days of Operation

The Contractor shall be required to provide HVAC equipment maintenance and repair services seven (7) days a week, 24 hours a day, as outlined in Appendix B, Statement of Work, Paragraph 8, Days and Hours of Operation.

1.9 Contact with County Personnel

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

Marcelle Murr, Contract Analyst
Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Monterey Park, CA 91754
e-mail address: memurr@lasd.oeg

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

1.10 Final Contract Award by the Joint Powers Authority (JPA)

Notwithstanding a recommendation of a department, agency, individual, or other, the JPA 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 the JPA. The JPA is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm

1.12 JPA Option to Reject Bids

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

1.13 Protest Process

1.13.1 Under County Board Policy No. 5.055 (Services Contract Solicitation Protest), which is applicable to this IFB, any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the Section below. It is the responsibility

of the Bidder challenging the decision of the JPA to establish that the JPA committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

1.13.3 **Grounds for Review**

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

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Instructions to Bidders Section)
- Review of a Disqualified Bid (Reference Sub-paragraph 3.3 in the Bid Review and Selection Section)
- Review of JPA's Proposed Contractor Selection (Reference Sub-paragraph 3.5 in the Bid Review and Selection Section)

1.14 **Notice to Bidders Regarding Public Records Act**

- 1.14.1 Responses to this IFB shall become the exclusive property of the JPA. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Bidder's bid, JPA completes contract negotiations and obtains a letter from an authorized officer of the recommended Bidder that the negotiated contract is a firm offer of the recommended Bidder, which shall not be revoked by the recommended Bidder pending the JPA's completion of the process under County Board Policy No. 5.055 and approval by the JPA's Board of Directors (Board) and (b) with respect to each Bidder requesting a County Review Panel, the County Review Panel convenes as a result of such Bidders' request, and (c) with respect to all other Bidders, JPA recommends the recommended Bidder(s) to its Board and such recommendation appears on the Board agenda, all bids submitted in response to this IFB become a matter of public record, with the exception of those parts of each bid which are justifiably defined as business or trade secrets, and, if by the Bidder, they are plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.14.2 The JPA and its member agencies 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 proposal as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Contract, Exhibit A, Sub-paragraph 13. The Contractor shall procure, maintain, and provide to the JPA proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Contract, Exhibit A, Sub-paragraph 13.

1.16 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

1.17 Injury and 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.

1.18 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the JPA as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-paragraph 3.0 and the Independent Contractor Status provision contained in Sub-paragraph 27.0 in Appendix A, Sample Contract, Exhibit A (Additional Terms and Conditions).

1.20 Conflict of Interest

No County or City of Los Angeles (City) employee whose position in the County or City 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.

1.21 Determination of Bidder Responsibility

- 1.21.1 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 contract. It is the JPA's policy to conduct business only with responsible Bidders.
- 1.21.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code (which is applicable hereto), the JPA 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.
- 1.21.3 The JPA may declare a Bidder to be non-responsible for purposes of this contract if the JPA or the County's Board of Supervisors, in their discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or 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.
- 1.21.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the JPA shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the JPA that the Bidder be found not responsible. The JPA 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

JPA's recommendation.

- 1.21.5 If the Bidder presents evidence in rebuttal to the JPA, the JPA shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the JPA. The final decision concerning the responsibility of the Bidder shall reside with the JPA.
- 1.21.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.22 Bidder Debarment

- 1.22.1 The Bidder is hereby notified that it shall be subject to the provisions of Chapter 2.202 of the County Code (which is applicable to this IFB), which provides that the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County contracts 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 contracts 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 a contract 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 a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.22.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the JPA 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.
- 1.22.3 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 JPA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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- 1.22.4 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.
- 1.22.5 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.
- 1.22.6 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.
- 1.22.7 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 and/or the JPA shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Bidders on County contracts.
- 1.22.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 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).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County or JPA 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 a Contract or that the Bidder's failure to provide such consideration may negatively affect the JPA'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 or JPA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

1.24.2 Bidder Notification to County

A Bidder shall immediately report any attempt by a County or JPA 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.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance (which is applicable to this IFB) 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 with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 6, as part of its Bid.

1.26 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 I.

1.27 Consideration of GAIN/GROW Participants for Employment

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.

1.28 JPA’s Quality Assurance Plan

After contract award, the JPA or its agent will evaluate the Contractor’s performance under the contract on a periodic basis. Such evaluation will include assessing Contractor’s compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor’s deficiencies which the JPA determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the JPA’s Board of

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

1.29 Recycled-Content Paper

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

1.30 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 J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.31 County Policy on Doing Business with Small Business

- 1.31.1 The County has multiple programs that address small businesses which are applicable to this IFB process. The County's 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.
- 1.31.2 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 Sub-paragraph 1.33 of this Section.
- 1.31.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Sub-paragraph 1.32 of this Section.
- 1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.32 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 G, which is incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

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

1.32.2 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.

- 1.32.3 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 Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, 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 JPA 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 JPA's decision will be final.

1.33 Local Small Business Enterprise Preference Program

- 1.33.1 Perapplicable County policy, the JPA will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.33.2 To apply for certification as a Local SBE, businesses may register at the Internal Services Department's web-site at: <http://laosb.org>
- 1.33.3 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. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 7 in Appendix D - Required Forms with their proposal. 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.
- 1.33.4 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>.

1.34 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of applicable County policy 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.

1.35 Notification to JPA of Pending Acquisitions/Mergers by Proposing Company

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

1.36 Transitional Job Opportunities Preference Program

- 1.36.1 In reviewing bids, the JPA 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 or JPA 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.
- 1.36.2 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 JPA. County or JPA 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.
- 1.36.3 To request the Transitional Job Opportunities Preference, Bidder must complete the Transitional Job Opportunities Preference Application – Exhibit 14 in Appendix D – Required Forms and submit it along with all supporting documentation with their proposal.

1.37 Intentionally Omitted

1.38 Intentionally Omitted

1.39 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix K, and the pertinent provisions of the Sample Contract, Appendix A, Sub-paragraph 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 15 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

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 JPA Responsibility

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

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 JPA's sole judgment and his/her judgment shall be final.

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB.....March 16, 2012
- Request for a Solicitation Requirements Review Due.....March 30, 2012
- Written Questions DueMarch 30, 2012
- Bidders Conference and Site VisitApril 4, 2012
- Questions and Answers Released.....April 13, 2012
- **Bid due by**April 27, 2012

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 to the JPA representative as described in this Section. A request for a Solicitation Requirements Review may be denied, in the JPA's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the JPA not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the JPA's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Bidders' 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 March 30, 2012. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

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. JPA reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the JPA not receiving the best possible responses from Bidder.

Questions should be addressed to:

Marcelle Murr, Contract Analyst
Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Monterey Park, CA 91754-2169
Fax #: 323/415-4389
e-mail address: memurr@lasd.org

2.6 Bidders' Conference and Site Visit

A Bidders' Conference and Site Visit will be conducted to discuss the IFB and tour the facility on April 4, 2012. The Conference and Site Visit is **mandatory**. Bidders will be required to contact the Contract Analyst, refer to Paragraph 2.5 above, to provide the name and title of the personnel who will be attending the conference and site visit. Vendors are limited to sending three (3) people to the

conference and site visit. The attendees must be full time employees of the vendor's company.

JPA and/or County staff will respond to questions from potential Bidders. Question and answers will be released on the dated specified in Bulletin #1. Answers are not considered final until they are released in writing.

2.7 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 JPA's sole discretion.

2.8 Bid Format

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

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

2.8.1 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.

2.8.2 Pricing Sheet(s) (Section A)

Complete and submit the following forms as provided in Appendix D – Required Forms:

- Pricing Sheet(s) – Exhibit 12
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Exhibit 13

2.8.3 Bidder's Qualifications (Section B)

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

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

The Bidder shall complete, sign and date the Bidder's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix D. **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.**

Provide a summary of relevant background information to demonstrate that the Bidder meets the minimum requirements stated in Sub-paragraph 1.4 of this IFB and has the capability to perform the required services as a corporation or other entity.

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

If the below referenced documents are not available at the time of Bid submission, Bidders 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.

B. Bidder's References (Section B.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 forms – Exhibits 2 and 3.

The JPA 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 JPA or its representatives are unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours. Three (3) attempts will be made to contact the references.

The Bidder must complete and include Required Forms, Exhibits 2, 3 and 4 as set forth in Appendix D.

a. Prospective Contractor References, Exhibit 2

Bidder must provide five (5) references where the same or similar scope of services was provided.

b. Prospective Contractor List of Contracts, Exhibit 3

The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

c. 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. Bidder's Pending Litigation and Judgments (Section B.3)

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.

2.8.4 Required Forms (Section C)

Include the following business forms as provided in Appendix D – Required Forms. Complete, sign and date all forms.

- Exhibit 1 Bidder's Organization Questionnaire/Affidavit
- Exhibit 2 Prospective Contractor References
- Exhibit 3 Prospective Contractor List of Contracts
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information
- Exhibit 8 Bidder's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program - Certification Form and Application for Exception
- Exhibit 11 Intentionally Omitted
- Exhibit 12 Pricing Sheet
- Exhibit 13 Certification of Independent Price Determination and Acknowledged of IFB Restrictions
- Exhibit 14 Transitional Job Opportunities Preference Program
- Exhibit 15 Defaulted Property Tax Reduction Program

2.8.5 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A – Sample Contract, Exhibit A, Sub-paragraph 13.0. 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 awarded a Contract may be submitted with the Bid.

2.8.6 Proof of Licenses (Section E)

Bidder must furnish a copy of all applicable licenses.

2.8.7 Acceptance of Terms and Conditions in Sample Agreement and Requirement of the Statement of Work (Section F)

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

2.9 Bid Submission

The original Bid and three (3) 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 HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES"

IFB # 480-JPA

The Bid and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, California 91754-2169
Attn: Marcelle Murr, Contract Analyst, Room 214

It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. 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 date and time for receipt of Bids, as listed in Sub-paragraph 2.3, IFB Timetable, 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 JPA is unable to complete successful negotiations and enter into a Contract within the 180 day period, the JPA 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.

Until the bid submission deadline, errors in bids may be corrected by a request in writing to withdraw the bid and by submission of another set of bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of bids has passed.

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

- 3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the lowest bid price will be determined as follows:

Local SBE Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference:

Five percent (5%) of the lowest bid price submitted will be calculated, and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference.

- 3.1.2 The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determine which is the lowest price, responsive, and responsible bid.

3.2 Adherence to Minimum Requirements

JPA 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 Sub-paragraph 1.4 of this IFB.

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

3.3 Disqualification Review

A bid may be disqualified from consideration because the JPA determined it was a non-responsive bid at any time during the review/evaluation process. If

the JPA determines that a Bid was disqualified due to non-responsiveness, the JPA 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 within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the JPA's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the JPA's determination of disqualification due to 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 determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

3.4 Bid Review

3.4.1 Bidder's Qualifications (Section B)

1. Bidder will be evaluated on its experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the Bid.
2. JPA will verify Bidder's references provided in Section B2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. Additionally, a review of terminated contracts will be conducted to determine the reasons for termination.
3. A review will be conducted to determine the significance of any litigation or judgments pending against the Bidder as provided in Section B3 of the Bid.
4. The JPA in JPA's sole discretion will review the lowest Bidder's qualifications prior to selection, to determine if Bidder is both responsive and responsible.

3.4.2 Required Forms

All forms listed in Section 2, Sub-paragraph 2.8.4 must be included in **Section C** of the Bid.

3.4.3 Proof of Insurability

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

3.4.4 Proof of Licenses

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

3.4.5 Acceptance of Terms and conditions in Sample Agreement and Requirement of the Statement of Work

Review of statement of acceptance in **Section F** of the Bid.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the JPA.

A request for a Proposed Contractor Selection Review may, in the department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a bidder;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the JPA);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The JPA materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the bid format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

- b. The JPA made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
 - c. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the JPA's alleged failure, the Bidder requesting the Proposed Contractor Selection Review would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the JPA 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 JPA's Board of Directors. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a review by a County Review Panel (see Section 3.5.2 below).

3.5.2 County Review Panel Process

Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the JPA in the JPA's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the JPA's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting review by a County Review Panel is a Bidder;
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the JPA); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the JPA's written decision and (b) are among the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.5.2 above.

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

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Exhibit C – Equipment List and Price Schedule
Exhibit D – Maintenance Schedule

EXHIBIT C - EQUIPMENT LIST AND PRICE SCHEDULE

I. EQUIPMENT LIST

EQUIPMENT	MANUFACTURER	MODEL NUMBER	SIZE/TONNAGE	QUANTITY
Air Handlers	Haakon	AIR PAK	120-175 Ton	4
Air Handlers	Haakon	AIR PAK	30 Ton	1
Split System	Sanyo	CL1852	1-5 Ton	2
Split System	Leibert	DD074A	1-5 Ton	2
Exhaust Fans	Cook	402OMXU	35,000 CFM	6
Exhaust Fans	Cook	150-195 ACE	100-1000 CFM	11
Pumps	Bell & Gossett	VSC-BF		11
Pumps	Taco/Paco	1911B1E1		3
Boilers	Cleaver Brooks	FLX-700-450	4500 MBH	3
Boiler	Copper Fin II Lochinvar	CFN1261PM	1,260,000 BTU	1
Cooling Towers	Evapco	REP217514		3
Heaters		HSB108S01		3
Chillers	York	YKADADP4-CJF	300 Ton	3
Air Compressor	Quiney	QR07DT2400016		1
Side Stream Filter System	LAKOS	TCX-052-5SRVIPE		1
Domestic Booster System	Synero Flo	250VFD30P		1
Vacuum System	Dekker Vacuum Tech	VMX0153KA2		1
Variable Frequency Drive	Toshiba	VT130Q7U4750B		15
Automated Control system	Johnson Controls	Metesys		1

II. PRICE SCHEDULE

	Year (1) 2012-13	Year (2) 2013-14	Option Year (1) 2014-15	Option Year (2) 2015-16	Option Year (3) 2016-17	Total
HVAC Maintenance & Repair Services - see Exhibit D for Maintenance Schedule						
Contingency Funding for Emergency/Unscheduled Repair Services						
Maximum Contract Sum						

III. LABOR & PARTS RATES FOR EMERGENCY/UNSCHEDULED REPAIR SERVICES

	HVAC Technician	HVAC Specialist
Straight time		
Overtime		
Double/Holiday		
Truck Charge		
Parts	Wholesale plus	%

EXHIBIT D - MAINTENANCE SCHEDULE

Description		Maintenance Schedule	
Air Handler Scope		QUARTERLY	ANNUALLY
	Check chilled water and hot coil condition	X	
	Check control set points	X	
	Check operational safeties and control devices	X	
	Check condensate pan and drain	X	
	Clean condensate pan and drain		X
	Clean condenser and evaluator coils		
	Check blower drive condition	X	
	Check for proper fan rotation	X	
	Check blower alignment	X	
	Check electrical connections	X	
	Lubricate bearings		X
	Flush drain lines		X
	Add algae tabs		X
	Wash chilled and hot water coils		X
	Change pre filters	X	
	Change box filters		X
Description		Maintenance Schedule	
Split System Air Handler / Fan Coil Scope		QUARTERLY	ANNUALLY
	Check air handler mounting and vibration	X	
	Check blower motor mounting	X	
	Check blower pulley(s) for alignment and security to shaft	X	
	Check rotation	X	
	Oil or grease blower bearing if required		X
	Check Belts	X	
	Change Belts		X
	Inspect Coils	X	
	Check blower cage for dirt and debris	X	
	Check overall unit for signs of rust	X	
	Check drain pans and drain lines	X	
	Check thermostat	X	
	Check trap and level of drain from unit to main drain	X	
	Change Filters	X	
Description		Maintenance Schedule	
Computer Room Unit Scope		QUARTERLY	ANNUALLY
	Check condenser operation	X	
	Check condensate system	X	
	Check for unusual vibration or noise	X	
	Check operational safeties & control devices (TXV, Solenoid Valves, etc.)	X	
	Check system charge	X	
	Check compressor mounting brackets	X	
	Check suction line insulation for wear and breaks	X	
	Check belts	X	
	Change belts		X
	Check trap and level of drain from unit to main drain	X	
	Flush drain lines		X
	Add Algae tabs		X
	Check heat elements/safeties	X	
	Check thermostat / controllers	X	
	Check Coils	X	
	Change air filters	X	
Description		Maintenance Schedule	
Heater Scope		QUARTERLY	ANNUALLY
	Check heater fins for dirt	X	
	Blow down heater coils		X
	Check heater fan rotation	X	
	Check all heater fan motors and lubricate	X	

EXHIBIT D - MAINTENANCE SCHEDULE

Description	Maintenance Schedule	
Cooling Towers / Closed System Coolers Scope	QUARTERLY	ANNUALLY
Blow down tower basin		X
Check oil level in gear box	X	
Observe general operation and note needed repairs	X	
Check and adjust belts	X	
Change belts		X
Lubricate motor bearings		X
Inspect and clean strainer		X
Exercise all valves		X
Inspect for leaks at flanges and fittings	X	
Inspect inside of tower, check for signs of corrosion	X	
Calibrate and clean controls	X	
Check all guard panels for safe condition	X	
Check fan rotation and condition	X	
Check bearings and lubrication	X	
Check fan motor condition	X	
Check and lubricate pumps	X	
Pressure wash and descaling of fill, sump and basin		X
Check starter coil	X	
Check pump operation	X	
Check media	X	
Inspect sump and basin	X	
Check VFD's for proper operation	X	
Clean VFD enclosures and replace cooling fan filters	X	
Check electrical contacts	X	
Check electrical connections	X	
Inspect eliminators	X	
Inspect water level and float operation	X	
Description	Maintenance Schedule	
Boilers Scope	QUARTERLY	ANNUALLY
General check of operation, gas or water leaks	X	
Check and clean burner assembly	X	
Observe general operation and note needed repairs	X	
Inspect flue and/or flue damper		X
Check ignition assembly	X	
Inspect condition of refractory	X	
Test low water cut-out	X	
Insure all panels are secure on unit	X	
Inspect pilot for proper positioning	X	
Check manifolds for signs of leakage	X	X
Check relief valve	X	
Check boiler safeties, limits, and settings	X	
Check boiler controls	X	
Check expansion tank and water level	X	
Check fuel shutoff	X	
Check gas pressure regulator		X
Check heat exchanger surfaces	X	
Check all electrical connections		X
Check makeup water and dual pressure unit and adjust	X	
Clean and Brush Tubes		X
Remove and Reassemble Heads		X
Drain water		X
Monitor SCAQMD Rule 1146, Emissions Test, Tune-up and report	X	

EXHIBIT D - MAINTENANCE SCHEDULE

Description		Maintenance Schedule		
Chiller Inspections Scope		QUARTERLY	ANNUALLY	
	Start, Check and Log all operating conditions	X		
	Inspect chiller and make adjustments if required	X		
	Cycle operating controls	X		
	Leak Check per EPA Requirements		X	
	Notify if any leaks are detected		X	
	Provide documentation of EPA procedures		X	
	Check crankcase heater operation	X		
	Take oil samples for analysis		X	
	Perform annual services		X	
	MegaOhm compressor windings		X	
	Change all oil and refrigerant filters		X	
	Service Starter - clean, check and tighten		X	
	Check coolant level in drives and add if necessary		X	
	MegaOhm Motor		X	
	Check and Calibrate all operating and safety controls	X		
Description		Maintenance Schedule		
Circulating Pump Scope		QUARTERLY	ANNUALLY	
	Check mechanical seal	X		
	Check and lubricate motor and pump if required	X		
	Observe general operation and note needed repairs	X		
	Check for bearing noises	X		
	Check motor pump, mounting, coupling	X		
	Check coupling guard for safe condition	X		
	Check wiring and conduit leading to pump assembly	X		
	Inspect for leaks at flanges and fittings	X		
	Check bearings for noise or heat	X		
	Check starter and contactor	X		
	Check attached piping insulation	X		
	Check and record suction pressure	X		
	Check and record discharge pressure	X		
	Check operation of pressure gauges	X		
	Check general condition for rust	X		
	MegaOhm Motor		X	
Description		Maintenance Schedule		
Variable Frequency Drives Scope		QUARTERLY	ANNUALLY	
	Clean and inspect & tighten all electrical connections	X		
	Check disconnect for loose connections/burned contacts	X		
	Blowout drive with dry nitrogen	X		
	Check operation of cooling fans	X		
	Replace cooling fan filters	X		
	Test keypad functions	X		
Description		Maintenance Schedule		
Exhaust/OSA Fans Scope		QUARTERLY	ANNUALLY	SEMI
	Lubricate vanes or dampers and check for operation	X		
	Check belt guard for safe condition	X		
	Observe general operation and note needed repairs	X		
	Check belts	X		
	Change belts on exhaust fan 1-6, 12, and 17		X	
	Change belts on exhaust fan 7-11 and 13-16			X
	Inspect fan wheel for dirt, deterioration and balance	X		
	Check fan scroll for tightness	X		
	Check and clean any inlet or discharge bird screens	X		
	Lubricate motors and bearings		X	
	Check motor and electrical connections	X		
	Check starter for contact point wear	X		
	Check overloads	X		

EXHIBIT D - MAINTENANCE SCHEDULE

Inspect and test controls	X		
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EXHIBIT D - MAINTENANCE SCHEDULE

Description		Maintenance Schedule	
Air Compressor and Air Dryer Scope		QUARTERLY	ANNUALLY
	Check compressor motor(s)	X	
	Check compressor pressure switch	X	
	Check automatic bleed valve and settings	X	
	Check pressure reducing station	X	
	Check intake filter	X	
	Check belt	X	
	Check pressure relief valve	X	
	Check cartridge type intake air filter	X	
	Check refrigerated air drier coil and clean if needed	X	
	Check oil separator/moisture separator	X	
	Check main line pressure	X	
	Change all air dryer filters		X
Description		Maintenance Schedule	
Side Stream Filter System Scope		QUARTERLY	ANNUALLY
	Check and clean suction strainer basket	X	
	Check pump and motor for leaks	X	
	Check fuses and breakers in control panel	X	
	Check and verify pressure gauges	X	
	Check pressure relief valve	X	
	Check, close and open the manual valve on the purge line	X	
	Check, close and open the manual valve on the liquid recovery line	X	
	Check, open and close the manual pressure relief valve	X	
	Check and clean collector filter and strainer	X	
	Change out collector filter and strainer		X
Description		Maintenance Schedule	
Domestic Water Booster System Scope		QUARTERLY	ANNUALLY
	Check mechanical seal	X	
	Check and lubricate motor and pump if required	X	
	Observe general operation and note needed repairs	X	
	Check for bearing noises	X	
	Check motor pump, mounting, coupling	X	
	Check coupling guard for safe condition	X	
	Check wiring and conduit leading to pump assembly	X	
	Inspect for leaks at flanges and fittings	X	
	Check bearings for noise or heat	X	
	Check starter and contactor	X	
	Check attached piping insulation	X	
	Check and record suction pressure	X	
	Check and record discharge pressure	X	
	Check operation of pressure gauges	X	
	Check general condition for rust	X	
	MegaOhm Motor		X
Description		Maintenance Schedule	
Vacuum System Scope		QUARTERLY	ANNUALLY
	Check all bearing and lubricate in pumps	X	
	Check all bearing and lubricate in motors	X	
	Clean and replace inlet filters	X	
	Drain and fill the fluid reservoir, vacuum pump and heat exchanger	X	
	Clean seal fluid strainer	X	
	Change the spin-on filter (if installed)	X	
	Replace separator element if needed	X	
	Check oil in separator element oil return line	X	
	Check mechanical shaft seals for leakage or "weep"	X	

EXHIBIT D - MAINTENANCE SCHEDULE

Description		Maintenance Schedule	
Controls Scope		QUARTERLY	ANNUALLY
	Inspect control system operation	X	
	Inspect diagnostic monitoring and test plans	X	
	Check and calibrate as needed temperature sensors	X	
	Check and calibrate as needed pressure sensors	X	
	Check and calibrate control points for the chilled water system	X	
	Check and calibrate control points for the cooling tower system	X	
	Back-up database for each NAE	X	
	Develop list of deficiencies and improvements needed	X	
Description		Maintenance Schedule	
Water Treatment Scope		MONTHLY	QUARTERLY
	Furnish and apply water treatment chemicals	X	
	Maintain water treatment feeders and control equipment (see note 1)	X	
	Visit and submit a written field report at time of visit (see note 2)	X	
	Inspect systems for any new scale formation, organic growths and other visible foulants and propose corrective procedures as required	X	
	Physically clean spray cozzles, eliminators and tower interior (see note 3)	X	
	Submit corrosion coupon reports		X
	Replace corrosion coupons		X

Note 1: Any parts provided will be charged at the rate specified on Exhibit C, Sec III.

Note 2: The report is to summarize work completed, water conditions, observation of water side conditions.

Note 3: Services shall be provided on an as-needed basis.

APPENDIX D

REQUIRED FORMS

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

Page 1 of 3

Please complete, date and sign this form and place it as the **first page** of your bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in an Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

1. If your firm is a corporation or 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 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:

1.4.1 Bidder must have five (5) years minimum experience, within the last five (5) years providing heating, ventilation, and air conditioning maintenance and repair services equivalent or similar to the services identified in Appendix B, Statement of Work. The Services must be for equivalent equipment as the equipment listed in Appendix B, Statement of Work, Exhibit C, Equipment List and Price Schedule.

☐ Yes ☐ No

1.4.2 Bidder must have had a least one (1) successful contract worth over \$250,000, within the last five (5) years.

☐ Yes ☐ No

1.4.3 Bidder must have an office within 100 miles from HDFSC.

☐ Yes ☐ No

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 JPA's sole judgment and his/her judgment shall be final.

Bidder's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

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

Additional Instructions:

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the JPA 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.

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List three (3) references from two different companies where the same or similar scope of services as described in this solicitation were provided in order to meet the Minimum Requirements as stated in Paragraph 1.4 of this IFB.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
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 and County contracts for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

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

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

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 JPA shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of the JPA 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 the JPA 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 the JPA 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:_____

County of Los Angeles – Community Business Enterprise Program (CBE)

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: _____

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

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

Business Structure: <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) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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.

CERTIFICATION	YES	NO
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)

EEO CERTIFICATION

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 #: _____

REQUIRED FORMS - EXHIBIT 10

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

The JPA'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. **Refer to Exhibit A, Additional terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program.** 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 JPA 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 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 JPA that the Bidder did participate as a consultant in this IFB process, the JPA 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:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS - EXHIBIT 15

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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:

Date: _____

EXHIBIT 12 - PRICE SHEET

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY JOINT POWERS AUTHORITY
HVAC EQUIPMENT MAINTENANCE AND REPAIR

[illegible]

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LABOR & PARTS RATES FOR EMERGENCY/UNSCHEDULED REPAIR SERVICES

	HVAC Technician	HVAC Specialist
Straight time		
Overtime		
Double/Holiday		
Truck Charge		
Parts	Wholesale plus	%

Submitted by:

Signature

Title

Date

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

A **Solicitation Requirements Review** is being requested because the Vendor 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, Vendor 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 Vendor: _____

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

APPENDIX H

**LINK TO LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

LINK TO 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

APPENDIX I

FEDERAL EARNED INCOME TAX CREDIT, IRS NOTICE 1015



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 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.

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

APPENDIX J

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



APPENDIX K

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

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

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

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

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

2.206.060 Exclusions/Exemptions.

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

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

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

2.206.070 Enforcement and remedies.

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

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

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

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HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT

MAINTENANCE AND REPAIR SERVICES

FOR THE

HERTZBERG-DAVIS FORENSIC SCIENCE CENTER

BY AND BETWEEN

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY

JOINT EXERCISE OF POWERS AUTHORITY

AND

(CONTRACTOR)

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
JOINT EXERCISE OF POWERS AUTHORITY AGREEMENT

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EXHIBITS

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- EXHIBIT E1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT E2 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

RECITALS

THIS AGREEMENT is entered into as of October 4, 2012 by and between the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority ("JPA") and (name), a ____[state] ____ [corporate form type], located at (address) ("Contractor"), for the Los Angeles Regional Crime Laboratory Facility, also known as the Hertzberg-Davis Forensic Science Center ("HDFSC"), located at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

WHEREAS, the JPA desires to contract for maintenance and repair services of the heating, ventilation, and air conditioning (HVAC) equipment for the HDFSC.

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such HVAC maintenance and repair services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to Government Code Section 6500 et seq.

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, JPA and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through E, any schedules attached hereto or thereto, and any 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 JPA 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 – Equipment List and Price Schedule

1.2.4. Exhibit D -- Maintenance Schedule

1.2.5 Exhibit E1 – Contractor's Employee Acknowledgment And Confidentiality Agreement

1.2.6 Exhibit E2 -- Contractor Non-Employee Acknowledgment And Confidentiality Agreement

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.

2. 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 (Change Orders and Amendments)

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order and Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.5 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.6 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

- 2.7 “JPA Project Director” has the meaning set forth in Paragraph 3.1 (JPA Project Director).
- 2.8 “JPA Facility Manager” has the meaning set forth in Paragraph 3.2 (JPA Facility Manager).
- 2.9 “Dispute Resolution Procedure” has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.10 “Effective Date” shall be October 4, 2012, provided it is after the date on which this Agreement has been executed by all parties and approved by the JPA.
- 2.11 “Hourly Labor Rate” means, for Contractor’s personnel, the fully burdened hourly rates set forth in Exhibit C (Equipment List and Price Schedule), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.12 “Initial Term” has the meaning set forth in Paragraph 7 (Term).
- 2.13 “Invoice Discrepancy Report” or “IDR” has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.14 “Maximum Contract Sum” has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.15 “Option Term” has the meaning set forth in Paragraph 7 (Term).
- 2.16 “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 approved Change Order or Amendment.
- 2.17 “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.
- 2.18 “Term” has the meaning set forth in Paragraph 7 (Term).
- 2.19 “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, and all the Exhibits, Change Orders, and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – JPA

3.1 JPA Project Director.

3.1.1 “JPA Project Director” for this Agreement shall be the following person:

William C. Dibble
Director, Facilities Services Bureau
Sheriff’s Department
1000 South Fremont Avenue
Alhambra CA 90604
Tel. No. (626) 300-3040
Fax. No. (323) 415-1047
Email. WCDibble@lasd.org

3.1.2 JPA will notify Contractor of any change in the name or address of JPA Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, JPA 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 JPA in any respect whatsoever.

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

3.2 JPA Facility Manager.

3.2.1 “JPA Facility Manager” for this Agreement shall be the following person:

John (Scott) McIntyre
Manager, Facilities Services Bureau
Sheriff’s Department
1800 Paseo Rancho Castilla
Los Angeles CA 90032
Tel. No. (562) 824-4528
Fax. No. (323) 415-1038
Email. jsmcinty@lasd.org

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 JPA Facility Manager, such notice, report, or other delivery shall be made to JPA Facility Manager in accordance with the notice information set forth above or in accordance with such other notice information as JPA may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 JPA shall notify Contractor of any change in the name or address of the JPA Facility Manager.
 - 3.2.3 The JPA Facility Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by JPA.
 - 3.2.4 JPA Facility Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate JPA in any respect whatsoever.
 - 3.2.5 JPA Facility Manager shall advise JPA Project Director as to Contractor's performance in areas relating to technical requirements and standards, JPA policy, information requirements, and procedural requirements.
- 3.3 Consolidation of Duties. JPA reserves the right to consolidate the duties of JPA Project Director, which duties are enumerated in Paragraph 3.1 (JPA Project Director), and the duties of JPA Facility Manager, which duties are enumerated in Paragraph 3.2 (JPA Facility Manager), into one JPA position, and to assign all such duties to one individual who will act as JPA's liaison in all matters relating to this Agreement. JPA will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.
- 3.4 JPA Personnel. All JPA personnel assigned to this Agreement shall be under the exclusive supervision of JPA. Contractor understands and agrees that all such JPA personnel are assigned only for the convenience of JPA.

4. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

- 4.1 Contractor Project Director.
 - 4.1.1 “Contractor Project Director” shall be the following person, who shall be a full-time employee of Contractor:

[]

- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with JPA Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.
- 4.2 Contractor Project Manager.
 - 4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

[]
 - 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.
 - 4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with JPA.
- 4.3 Approval of Contractor's Staff.
 - 4.3.1 JPA approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. JPA Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if JPA, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide JPA with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. JPA shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
 - 4.3.2 In the event Contractor should desire to remove the Contractor Project Director or Contractor Project Manager from performing Work under this Agreement, Contractor shall provide JPA with notice at least fifteen (15)

days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with JPA on a mutually agreeable transition plan so as to ensure project continuity.

4.3.3 Contractor shall promptly fill any vacancy in Contractor Project Director or Contractor Project Manager position with individuals having qualifications at least equivalent to those of Contractor Personnel being replaced.

4.3.4 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. The Contractor Project Director or Contractor Project Manager and all other members of Contractor's staff who have direct contact with JPA (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK; APPROVAL AND ACCEPTANCE

General

Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), payment for all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on a quarterly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

6. CHANGE ORDERS AND AMENDMENTS

No representative of either JPA 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 (Change Orders and Amendments).

6.1 General

JPA 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 JPA Project Director, with the concurrence of JPA Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of

Work or cost of this Agreement, JPA Project Director, in JPA 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 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 JPA and Contractor.

6.2 Audit of Change Order Work.

JPA is entitled to audit, in accordance with Paragraph 28.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

The term of this Agreement shall commence October 4, 2012 and shall continue for a period of two (2) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The JPA has the option, at the JPA's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to three (3) additional one (1) year periods in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the JPA Facility Manager and JPA Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by JPA to Contractor for performing all Work required under this Agreement. The 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.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by JPA to Contractor for providing required Work

under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by JPA hereunder shall in no event, expressly or by implication, exceed \$_____ as follows:

8.2.1 \$____ for Year 1, \$____ for Year 2, \$____ for Optional Year 3, \$____ for Optional Year 4, and \$____ for Optional Year 5 for HVAC Maintenance and Repair Services, as set forth in Exhibit C (Equipment List and Price Schedule).

8.2.2 \$____ for Emergency or Unscheduled Repair Services where necessary as set forth in Exhibit C (Equipment List and Price Schedule).

9. JPA'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, JPA shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of JPA's future fiscal years unless and until the JPA appropriates funds for this Agreement in JPA'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). JPA shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

9.2 The Agreement (annual, monthly, hourly) rates are firm and fixed.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of JPA Facility Manager, as evidenced by his countersignature, prior to any payment thereof. In no event shall JPA be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

10.2.1 The services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Equipment List and Price Schedule) for which payment is claimed and the amount of payment therefor.

10.3 No Out-of-Pocket Expenses.

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

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to JPA. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 Invoice Discrepancy Report

The JPA Facility Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the JPA Facility Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from the JPA Facility Manager. If the JPA Facility Manager does not receive a written response from Contractor within ten (10) Business Days of JPA's notice to Contractor of an IDR, then JPA payment will be made, less the disputed charges.

10.6 JPA's Right to Withhold

In addition to any rights of JPA provided in this Agreement, or at law or in equity, JPA 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 JPA approved Work.

11. **LIQUIDATED DAMAGES**

11.1 If, in the judgment of the JPA Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the JPA 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 the Contractor from the JPA will be forwarded to the Contractor by the JPA Project Director in a written notice describing the reasons for said action.

11.2 If the JPA Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the JPA Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the JPA Project Director may:

- 11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the quarterly 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 the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is fifty dollars (\$50.00) per day per infraction, and that the Contractor shall be liable to the JPA for liquidated damages in the said amount. Said amount shall be deducted from the JPA's payment to the Contractor; and/or
 - 11.2.3 Upon giving five (5) Business Days' notice to the Contractor for failure to correct the deficiencies, the JPA Project Director may correct any and all deficiencies and the total costs incurred by the JPA for completion of the Work by an alternate source, whether it be JPA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the JPA, as determined by JPA Project Director.
- 11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the JPA 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 the JPA's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit the JPA's right to terminate the Agreement as agreed to herein.

12. 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 part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) Business Days prior notice in accordance with the procedures set forth above, to the other party.

To JPA: (1) Los Angeles Regional Crime Laboratory Facility
 Joint Exercise of Powers Authority
 Hertzberg-Davis Forensic Science Center
 1800 Paseo Rancho Castilla
 Los Angeles CA 90032
 Attention : John Scott McIntyre
 Facsimile: (323) 415-1038

with a copy to:

(2) Los Angeles County Sheriff's Department
 Contracts Unit
 4700 Ramona Boulevard, Room 214
 Monterey Park, CA 91754-2169
 Attention: Marcelle Murr
 Facsimile: (323) 415-4389

To Contractor: []

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

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and JPA. 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. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 13, and 14, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
BETWEEN LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
JOINT EXERCISE OF POWERS AUTHORITY
AND
[Contractor]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the 4th day of October 2012.

[Contractor]

LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY AUTHORITY

By _____

Name
Title

By _____

Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____

Amy M. Caves
Senior Deputy County Counsel

By _____

Heather Aubry
Deputy City Attorney

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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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

1.1 General

JPA 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 except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Powers Authority (JPA) may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the JPA Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party

may be changed or amended, as applicable, only with the prior written approval of the JPA Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by JPA.

The JPA Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way JPA's prior approval rights, Contractor shall deliver to the JPA Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the JPA Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any JPA consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind JPA. Further, JPA approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to JPA.
- 1.3.2 In the event that JPA consents to any subcontracting, such consent shall be subject to JPA's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that JPA consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their

officers, employees, and agents. JPA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and JPA 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 JPA 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 JPA 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 JPA, 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 JPA 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 JPA for such costs. Contractor shall promptly reimburse JPA for such JPA costs, as determined by the JPA, or JPA may deduct or offset all such additional costs from any amounts due to Contractor from JPA.

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

2.3 Dispute Resolution Procedures

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

- 2.3.1 Contractor and JPA 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 Chairman of the Facility Management Committee of the Los Angeles Regional Crime Laboratory Facility. 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 JPA's Right to Terminate

Notwithstanding any other provision of the Agreement, JPA'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 JPA's rights, and shall not be deemed to impair any claims that Contractor may have against JPA 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

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, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to JPA an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees 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 whom 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 JPA 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 JPA without JPA'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 JPA or maintain such records and information according to the written procedures sent to Contractor by JPA 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 JPA 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 JPA to obtain relief from such obligations to disclose until JPA 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 JPA Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." JPA shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, JPA 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 JPA 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 19.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of JPA Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, JPA 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 JPA without the prior written consent of the JPA Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of JPA, indicate in its proposals and sales materials that it has been awarded the Agreement with JPA, provided that the requirements of this Subparagraph 3.4 (Use of JPA Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, JPA reserves the right to object to any use of JPA's name and Contractor shall cure promptly and prospectively any use of JPA's name that has been objected to by JPA.

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

4.1 JPA 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 JPA 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, JPA 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 JPA to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow JPA 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

JPA may, upon notice to Contractor, terminate the whole or any part of the Agreement if 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 JPA 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 JPA Project Director may authorize, in writing, but in no event shall the period, as extended by the JPA Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of JPA 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 JPA has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by JPA 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 JPA's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to JPA's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), JPA may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at JPA's direct actual cost of outside labor and materials and JPA's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by JPA to Contractor under the Agreement. In the event JPA elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of JPA 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 JPA 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 JPA in accordance with this Agreement and applicable law and JPA 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 JPA.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 JPA 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 JPA 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, JPA 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 JPA officer or employee to solicit such improper consideration. The report shall be made either to the JPA manager charged with the supervision of the employee or to the County of Los Angeles 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 TERMINATION FOR GRATUITIES

JPA may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of JPA with a view

toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, JPA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that JPA 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), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

- 9.1.1 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 JPA copies of all completed Work and Work that is in process, in a media reasonably requested by JPA, (c) promptly transfer and deliver all items previously paid for by JPA, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless JPA has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, JPA shall have the right to procure, upon such terms and in such a manner as JPA may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to JPA for, and shall promptly pay to JPA by cash payment, any and all excess costs reasonably incurred by JPA, as determined by JPA, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to JPA any and all of JPA's confidential information that relates to that portion of the Agreement or Work terminated by JPA;
- 9.1.4 Contractor shall tender promptly payment to JPA, 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
- 9.1.5 Contractor and JPA shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 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 JPA in the transition by JPA to a new Contractor, toward the end that there be no interruption of the JPA's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if JPA 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 JPA 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 JPA Project Director and the Contractor Project Director. Contractor further agrees that in the event that JPA 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 9.2 (Transition Services), Contractor shall provide to the JPA Project Director, on request by the JPA 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.

9.3 Remedies Not Exclusive

The rights and remedies of JPA set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to JPA at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 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.

10.2 For breach of this warranty, JPA 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.

11.0 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.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 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 JPA.
- 12.2 At the time of delivery to and acceptance by JPA, 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 JPA.
- 12.3 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.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless JPA, County of Los Angeles, City of Los Angeles, State of California, Trustees of the California State University, Department of General Services of the State of California, State Public Works Board of the State of California, and the Office of Emergency Services of the State of California, and their elected and appointed officers, employees, and agents (the "JPA 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 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by JPA in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without JPA'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 JPA Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of JPA 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 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by JPA.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the JPA's Project Manager, and shall be delivered to

Scott McIntyre
Manager, Facilities Services Bureau
Sheriff's Department
1800 Paseo Rancho Castilla
Los Angeles CA 90032

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 JPA 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 JPA Indemnitees as insureds for all activities arising from the Agreement; and
- (v) Identify any deductibles or self-insured retentions for JPA's approval. JPA retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to JPA 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.

13.2.2 Insurer Financial Ratings

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

13.2.3 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

- (iii) 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.
- (iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to JPA:

- (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 JPA. 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 JPA property. This report shall be submitted on a JPA "Non-employee Injury Report" to the JPA Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of JPA 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.

13.3 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 JPA may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (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.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless JPA Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

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 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives following notice from JPA including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

17.0 EMPLOYMENT ELIGIBILITY VERIFICATION

17.1 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.

17.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless JPA Indemnitees pursuant to Subparagraph 13.1 (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 JPA 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.

18.0 CONFLICT OF INTEREST

18.1 No JPA employee whose position with JPA 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 JPA's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence JPA's approval or ongoing evaluation of such Work.

- 18.2 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 JPA. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

19.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 19.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, JPA, 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. JPA shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable JPA policies.
- 19.2 Contractor acknowledges that JPA, 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.

20.0 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.

21.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that JPA 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 JPA may immediately terminate this Agreement.

22.0 BACKGROUND AND SECURITY INVESTIGATIONS

22.1 At any time prior to or during the Term, the JPA may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the JPA, a background investigation as a condition of beginning and continuing Work under this Agreement. JPA shall use its discretion in determining the method of background investigation to be used, up to and including a fingerprint security clearance.

22.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the JPA may require that the individual immediately be removed from performing Work at any time during the Term. JPA will not provide to Contractor or to the individual any information obtained through the JPA's background investigation.

22.3 JPA may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the JPA, or whose background or conduct is incompatible with JPA facility access, at the sole discretion of the JPA.

22.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

23.0 ACCESS TO JPA FACILITIES

Contractor, its employees, and agents will be granted access to JPA facilities, subject to Contractor's prior notification to the JPA Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in JPA facilities. While present at JPA facilities, Contractor's personnel shall be accompanied by JPA personnel at all times, unless this requirement is waived in writing prior to such event by the JPA Project Director.

24.0 JPA FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, JPA may elect, subject to JPA's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the JPA Project Director, at JPA facilities, on a non-exclusive use basis. JPA shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement.

JPA disclaims any and all responsibility for the loss, theft or damage of any property or material left at such JPA office space by Contractor.

25.0 DAMAGE TO JPA FACILITIES, BUILDINGS, OR GROUNDS

- 25.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to JPA 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.
- 25.2 If Contractor fails to make timely repairs, JPA may make any necessary repairs. All costs incurred by JPA, as determined by JPA, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all JPA's other rights and remedies provided at law or equity, or under the Agreement, JPA may deduct such costs from any amounts due to Contractor from JPA under the Agreement.

26.0 ASSIGNMENT BY CONTRACTOR

- 26.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without thirty (30) calendar days' prior written notification to JPA, and any attempted assignment or delegation without such notification shall be null and void. For purposes of this Paragraph 26.1, JPA notification shall result in a written amendment to the Agreement, which is formally approved and executed by the parties named in the notification, and which may be executed by the Los Angeles Regional Crime Laboratory Facility Management Committee, in JPA's sole discretion, on behalf of the JPA. Contractor's assignment or delegation of its duties under this Agreement shall grant the Los Angeles Regional Crime Laboratory Facility Management Committee the exclusive right to approve or disapprove the continuation of this Agreement based on said assignment and delegation by Contractor.
- 26.2 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 notification to JPA in accordance with Paragraph 26.1 of this Exhibit.

27.0 INDEPENDENT CONTRACTOR STATUS

- 27.1 The Agreement is by and between JPA 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 JPA 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.

- 27.2 JPA 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.
- 27.3 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 JPA. JPA 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.
- 27.4 Contractor shall provide to JPA an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the JPA Project Director.

28.0 RECORDS, AUDITS AND PUBLIC RECORDS ACT

- 28.1 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 JPA, 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; provided that JPA'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. Should the examination and audit be performed by a non-JPA entity or should a non-JPA entity be requested by JPA to review information received pursuant to an audit or examination under this Paragraph 28.0 (Records and Audits and Public Records Act), Contractor may require the non-JPA examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-JPA entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of JPA. 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 JPA during the Term and for a period of five (5) years thereafter unless JPA'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 JPA with access to

such material at a mutually agreed upon location inside Los Angeles County, or (b) pay JPA for travel, per diem, and other costs and expenses incurred by JPA to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 28.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with the Los Angeles County Auditor Controller and the JPA Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 28.3 If, at any time during or after the Term, representatives of JPA 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 JPA 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 JPA 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 JPA's audit, on the amount of underpayment or overpayment, if any, by JPA 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 JPA Project Director and the Contractor Project Director. If Contractor fails to notify JPA of any objection it has to the findings of JPA'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 JPA. 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 JPA's dollar liability for any such Work is less than payments made by JPA to Contractor, then the difference, together with JPA's reasonable costs of audit, shall be either repaid by Contractor to JPA by cash payment upon demand or, at the discretion of the JPA Project Director, deducted from any amounts due to Contractor from JPA. If such audit finds that JPA's dollar liability for such Work is more than the payments made by JPA to Contractor, then the difference shall be paid to Contractor by JPA, but in no event shall JPA's payments to Contractor exceed the Maximum Contract Sum.

28.4 Public Records Act

- 28.4.1 Any documents submitted by Contractor, all information obtained in connection with the JPA's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to this Paragraph 28.0 (Records and Audits and Public Records Act); as well as those documents which were required to be submitted in response to any JPA solicitation used for this Agreement, become the exclusive property of

the JPA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The JPA 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.

- 28.4.2 In the event the JPA 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", the Contractor agrees to defend and indemnify the JPA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

29.0 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 JPA, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Jack Schweizer, Manager, Facilities Services Bureau, Sheriff's Department, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

30.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and JPA 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 30.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

31.0 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 entity, 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 JPA.

32.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against JPA 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 JPA and shall immediately repay all such funds to JPA. Payment by JPA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of JPA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

33.0 WAIVER

No waiver by JPA of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of JPA 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.

34.0 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.

35.0 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.

36.0 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.

- 36.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.
- 36.2 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.
- 36.3 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.
- 36.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
 - 36.4.1 Title VII, Civil Rights Act of 1964;
 - 36.4.2 Section 504, Rehabilitation Act of 1973;
 - 36.4.3 Age Discrimination Act of 1975;
 - 36.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 36.4.5 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.

- 36.5 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 36.0 (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 36.0 (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 36.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

37.0 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.

38.0 RIGHTS AND REMEDIES

The rights and remedies of JPA 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.

39.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, JPA 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.

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**AGREEMENT FOR
HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

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

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority (JPA) to provide certain services to the JPA. The JPA requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the JPA, County of Los Angeles, or City 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 JPA 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 JPA, pursuant to any agreement between any person or entity and the JPA.

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 JPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the JPA, 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 JPA, County of Los Angeles, or City 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 JPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with the JPA.. The JPA 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 JPA work, the JPA 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 JPA. 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 JPA. 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 criminal records and all data and information pertaining to persons and/or entities receiving services from the JPA, 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 JPA employees who have a need to know the information. I agree that if proprietary information supplied by other JPA 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 JPA may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority (JPA) to provide certain services to the JPA. The JPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the JPA, County of Los Angeles, or City 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 JPA 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 JPA pursuant to any agreement between any person or entity and the JPA.

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 JPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the JPA, 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 JPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the JPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with the JPA. The JPA 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 JPA work, the JPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the JPA. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-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 the above-referenced Contractor and the JPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the JPA, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or JPA employees who have a need to know the information. I agree that if proprietary information supplied by other JPA vendors is provided to me, I shall keep such information confidential.

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT
MAINTENANCE AND REPAIR SERVICES
HERTZBERG-DAVIS FORENSIC SCIENCE CENTER

STATEMENT OF WORK

HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT MAINTENANCE AND REPAIR SERVICES HERTZBERG-DAVIS FORENSIC SCIENCE CENTER

1. **SCOPE OF WORK**

CONTRACTOR shall provide repairs, including all Original Equipment Manufacturer (OEM) parts, materials and labor, general maintenance and inspection services, preventative maintenance and inspection services, and emergency/unscheduled repair services for the equipment listed in Exhibit C Equipment List and Price Schedule and Exhibit D, Maintenance Schedule.

The inspection, maintenance and repair services are for the air handlers, split systems, humidifiers, exhaust fans, pumps, boilers, cooling towers, and chillers for the Heating, Ventilation and Air Condition (HVAC) equipment. The HVAC equipment is located at the Hertzberg-Davis Forensic Science Center (HDFSC) at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

Contractor shall maintain all equipment according to manufacturer's specifications for the Term of this Agreement, including the Original Term and all Option Terms.

2. **BACKGROUND**

The Hertzberg-Davis Forensic Science Center is a relatively new building. It was completed and handed-over to the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority (JPA) in July 2007. The JPA is a joint exercise of power authority established pursuant to Government Code Section 6500 et seq. The County of Los Angeles, the City of Los Angeles, and the Trustees of the California State University are the constituent members.

The HVAC equipment was new when installed in the HDFSC. In order to ensure that the HVAC equipment continues to operate efficiently, the equipment must be repaired immediately when requested and regularly maintained.

3. QUALITY ASSURANCE PLAN

The JPA will evaluate Contractor's performance under this Agreement using the quality assurance procedures defined in the Agreement.

3.1 Review of Maintenance and Inspection Records

On a quarterly basis, Contractor shall submit to JPA Facility Manager Contractor's maintenance and inspection records under this Agreement. The records shall include date of maintenance and inspections, problem(s) identified, and corrective action taken. JPA Facility Manager shall review all records to ensure that JPA's requirements are being met.

3.2 Review of Repair and Emergency Repair Records

On a quarterly basis, Contractor shall submit to JPA Facility Manager Contractor's repair and emergency repair records. The records shall include dates and times of JPA notification for repairs, dates and times of Contractor responses to repair calls, problem(s) identified and corrective action taken, including description of parts used.

3.3 Performance Evaluation Meetings

Contractor and JPA Facility Manager shall meet at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager. In the event that a contract discrepancy is identified by JPA Facility Manager, then the meeting shall be scheduled within five (5) days to discuss the problem.

Written records of each meeting shall be prepared by JPA Facility Manager, or designee, stating the issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by Contractor Project Director. In the event that Contractor does not concur with any part of the report, then Contractor shall submit a written response to JPA Facility Manager within ten (10) days of receipt of the report. JPA Facility Director shall review both documents and make a determination, which will be considered final.

3.4 Observations

JPA personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this Agreement at any time during normal business days, Monday through Friday, within the hours of 7:00 a.m. to 4:00 p.m. However, these personnel may not unreasonably interfere with Contractor's performance of services under this Agreement.

4 GENERAL RESPONSIBILITIES - CONTRACTOR

4.1 General

- 4.1.1 Contractor shall provide four (4) quarterly inspection and preventative maintenance services and one (1) comprehensive annual inspection and maintenance service each year for all equipment listed in Exhibit C, Equipment List and Price Schedule, and as specified in Exhibit D, Maintenance Schedule. Contractor's Project Manager shall coordinate work schedules for such services with JPA Facility Manager on an annual basis. Within ten (10) days after the Effective Date of the Agreement, Contractor shall prepare a written annual inspection and maintenance schedule, specifying the day and the time each month, and submit it to JPA Facility Manager. All changes to the schedule shall be in writing and must be approved by JPA Facility Manager.
- 4.1.2 Contractor shall provide non-emergency repair and general maintenance services during normal working hours (7:00 a.m. to 4:00 p.m.), Mondays through Fridays. A non-emergency repair service occurs when the Equipment's problem is such that the Equipment and air conditioning system can continue to function without immediate repair; however, the problem needs to be corrected in a timely manner before the problem becomes an emergency. Routine repairs could either be the result of JPA Facility Manager contacting Contractor when problems arise or condition discovered by Contractor while performing the quarterly or annual inspection and maintenance services. Contractor must respond to non-emergency calls within twenty-four (24) hours of notification by JPA Facility Manager.
- 4.1.3 Contractor shall provide emergency services twenty-four (24) hours a day, seven (7) days a week, including holidays. An emergency

service is required when the problem with the equipment could cause it to break down and potentially cause disruption to the air conditioning system if the repair is not made immediately. Emergency repairs could either be the result of JPA Facility Manager contacting Contractor when problems arise, or problems discovered by Contractor while performing quarterly or annual inspection and maintenance services. Contractor must respond to all emergency calls within five (5) hours of notification by JPA Facility Manager.

- 4.1.4 Contractor shall provide live telephone consulting services to JPA Facility Manager, when needed, twenty-four (24) hours a day, seven (7) days a week, including holidays.

4.2 Contractor's Personnel

4.2.1 Project Manager

Contractor shall provide a full-time project manager or designee who will act as Contractor's liaison to the Department and who will be responsible for the day-to-day management of the Agreement. Specifically, the Project Manager will be responsible for the following:

1. Full authority to act for Contractor on all matters relating to the daily operation of the Agreement.
2. Be available by telephone twenty-four (24) hours a day, seven (7) days a week, including holidays, to discuss technical requirements and/or matters relating to the Agreement.
3. Be able to read, write, speak and understand English.
4. Ensure that Contractor will be able to provide qualified, certified and trained electricians, technicians and other support staff to provide all emergency, routine and preventative maintenance services on the Equipment, within the required response times.

4.2.2 Contractor's staff providing services under this Agreement must have the following qualifications:

1. Must comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and maintain all required licenses and permits. Contractor shall make such licenses and permits available to JPA Facility Manager prior to beginning work under the Agreement, and as they are renewed, and/or employees get assigned to provide services hereunder.
2. Must be able to understand and speak English.
3. Must adhere to all JPA and facility rules and regulations, including traffic safety and security regulations.
4. Must possess identification that includes employee's name, date of birth, employee number and photograph.

4.3 Contractor Furnished Items

Contractor must provide only Original Equipment Manufacturer (OEM) parts for all equipment components, and related supplies. Any substitutions must be pre-approved by JPA Facility Manager.

5. GENERAL MAINTENANCE SERVICE REQUIREMENTS

Contractor shall provide the following maintenance and inspection services for all equipment pursuant to the schedule established under Subparagraph 4.1.1 of this Statement of Work and Exhibit D, Maintenance Schedule:

- 5.1 Clean all units of the equipment;
- 5.2 Check and record operation conditions of all equipment;
- 5.3 Identify maintenance/service needs;
- 5.4 Conduct all manufacturer required and all manufacturer recommended routine maintenance;
- 5.5 Log and report repairs and/or parts that are replaced;

- 5.6 Provide the coolant and oil and change oil as necessary, and be responsible for the disposal of these items, according to Federal, State and local regulations.

Contractor's certified technicians shall perform leak detection activities and other services, where necessary, including the use of storage and recycling equipment, as appropriate, in order to ensure compliance with the Clean Air Act and other Federal, State and local regulations regarding items containing Chloro Fluoro Carbon (CFC) and Hydro Chloro Fluoro Carbon (HCFC) refrigerants.

6. ANNUAL SCHEDULED MAINTENANCE AND SERVICE REQUIREMENTS

- 6.1 Contractor shall provide the maintenance and inspection services for all equipment pursuant to the schedule established under Subparagraph 4.1.1 of this Statement of Work and Exhibit D, Maintenance Schedule.
- 6.2 Upon completion of the annual inspection and maintenance of the Equipment and automated control system, Contractor shall prepare a comprehensive report on the condition of the Equipment and related components, maintenance services provided, repairs completed and recommendations for additional repairs, changes and/or modification to the system. Such report shall be submitted to the JPA Facility Manager within ten (10) days of completion of annual inspection and maintenance service.

7. EMERGENCY / UNSCHEDULED REPAIR SERVICES AND COST OF PARTS

- 7.1 Any emergency or unscheduled repair services not covered by Paragraph 5, General Maintenance Service Requirements, and Paragraph 6, Annual Scheduled Maintenance and Service Requirements above shall be provided by the Contractor at the rate stated in Exhibit C, Equipment List and Price Schedule, Part III.
- 7.2 The cost of parts required for repair services specified in this Paragraph 7, Emergency/Unscheduled Repair Services and Cost of Parts, shall be charged at a price not exceeding the wholesale price plus a percent (%) surcharge rate stated in Exhibit C, Equipment List and Price Schedule, Part III.

8. DAYS AND HOURS OF OPERATION

- 8.1 Contractor shall provide routine monthly and annual inspections and maintenance services and non-emergency repairs on Monday through Friday during normal working hours (7:00 a.m. through 4:00 p.m.) excluding holidays. Contractor must follow the written schedule submitted to JPA Facility Manager established pursuant to Subparagraphs 4.1.1 and 4.1.2 of this Statement of Work. JPA Facility Manager shall have the right to make any changes to the schedule.
- 8.2 All emergency repair and unscheduled repairs shall be on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays, pursuant to Subparagraph 4.1.3 of this Statement of Work.

9. REPORTING REQUIREMENTS

Contractor shall maintain records of all inspections, repairs, maintenance and service performed on the Equipment. The records shall include, but not be limited to, date of service, service provided, problem(s) discovered and recommended corrective action, and/or corrective action taken. These records shall be made available to JPA on a quarterly basis and upon JPA request. All such reports shall be submitted to the JPA Project Manager no later than the tenth working day of the following quarter.

10. CRIMINAL BACKGROUND INVESTIGATION FOR ALL CONTRACTOR AND SUB-CONTACTOR EMPLOYEES ASSIGNED

- 10.1 This Paragraph describes the security screening required of all employees providing services of this Agreement. The final decision as to suitability of an employee rests with the JPA. The entire screening process is subject to change at any time, at the discretion of the JPA.
- 10.2 The Sheriff's Department, on behalf of the JPA shall perform a security check of all Contractor's employees. It will consist of a review of an application questionnaire, interview, and a check of law enforcement records. At the discretion of the JPA, the security screening may also include other processes as deemed necessary. All Contractor's applicants must submit a "Security Clearance Form" at Attachment 1 to this Exhibit B and successfully pass the JPA's screening process prior to being placed on an assignment at a JPA work site. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background investigation.

- 10.3 Contractor will present a valid California Driver's License and other identification means which positively identifies the named employee.
- 10.4 Applicants may be provisionally approved pending results of this process at the JPA's sole discretion. All disqualifying information is confidential and not available for review by Contractor or applicants.
- 10.5 Employees who have been involved in any of the following **will not** be accepted:
 - 10.5.1 Any felony conviction;
 - 10.5.2 Any sexual misconduct conviction;
 - 10.5.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
 - 10.5.4 Any pattern of irresponsible behavior including but not limited to unreasonable driving, or employment record.

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
JOINT EXERCISE OF POWERS AUTHORITY

CONSTRUCTION & MAINTENANCE WORKER SECURITY CLEARANCE

1. EMPLOYEE ELIGIBILITY CRITERIA:

The final decision as to suitability of an employee rests with the Sheriff's Department. The entire screening process is subject to change at any time, at the discretion of the Sheriff's Department.

- a. Contractor shall present copies of a worker background and waiver form, valid California Driver's License and Social Security Card of each employee as requested.
- b. The Sheriff's Department shall perform a security check of all Contractor employees. It shall consist of the review of a background and waiver form and a check of law enforcement records. At the discretion of the Sheriff's Department, the security screening may also include other processes as deemed necessary. All Contractor applicants must successfully pass the Sheriff's Department screening process prior to being allowed access to the work site.
- c. All disqualifying information is confidential and not available for review by Contractor or applicants.
- d. Persons under the age of eighteen (18) will not be allowed to work inside secured areas.
- e. Requirements for entry into the facility. Contractor employees must meet all requirements for admission:
 - Employee has **NOT** had a felony conviction.
 - Employee has **NOT** had a sexual misconduct conviction.
 - Employee has **NOT** been convicted of a weapons law violation.
 - Employee is **NOT** currently on probation or parole.
 - All cases wherein a person has been incarcerated in a County Jail will be evaluated on an individual basis.

2. SEARCHES:

All outside vendors and/or their representatives are subject to search prior to entering and at any time. This shall include, but not be limited to:

- Persons
- Tool Boxes
- Vehicles
- Lunch Boxes
- Any Item Or Container That Is Capable Of Holding Contraband

3. CONTRABAND:

For the purposes of this document, contraband is defined as anything that is unlawful to possess or any item that the Sheriff's Department does not feel is appropriate. The Sheriff's Department shall have sole authority for determining what constitutes contraband.

4. TOOLS:

Accountability of all tools and equipment brought into the facility rests with each individual employee. The individual employee shall be responsible for supplying a detailed inventory list of all tools, equipment and supplies that are to be taken inside the facility. The individual employee shall also be responsible for verifying that all tools and supplies that are to be taken inside the facility are properly marked. The list will be given to a representative of the Sheriff's Department prior to being allowed in the facility. The Sheriff's Department representative will check the list for accuracy prior to allowing entry. The employee may be required at any time while on the facility, to account for all items listed on the inventory list.

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
JOINT EXERCISE OF POWER AUTHORITY

CONSTRUCTION & MAINTENANCE WORKER SECURITY CLEARANCE

I have read and understand the above laws and regulations and will fully abide by them. I will cooperate fully with the Sheriff's Department, and I authorize the Sheriff's Department to access any criminal history information systems pertaining to my background.

Social Security # _____

Name_(Print) _____

Drivers Lic. # _____

Name_(Signature) _____

Age _____ DOB _____

Date This Document Signed _____

Hair Color _____ Eye Color _____

Height _____ Weight _____