LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT

INVITATION FOR BIDS (IFB)
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT MAINTENANCE AND REPAIR SERVICES

IFB 529-SH

NOVEMBER 2014

NOTICE TO BIDDERS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS IFB. THESE REQUIREMENTS ARE INTENDED TO PROVIDE GENERAL INFORMATION ONLY AND ARE SUBJECT TO REVISION. THE RIGHTS AND OBLIGATIONS OF ANY PARTY CONTRACTING WITH THE COUNTY WILL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE AGREEMENT AND APPLICABLE LAW.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS IFB, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS, ATTACHED HERETO OR THERETO.

INVITATION FOR BIDS (IFB)
FUJI DIGITAL X-RAY CAPTURE SYSTEM
EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles (County) Sheriff's Department (Department) is issuing this Invitation for Bids (IFB) to solicit bids from potential Contractors (Bidders) who can provide equipment maintenance and repair services for the Department's Fuji Digital X-Ray Capture System Equipment (Radiology Equipment).

The selected Contractor shall provide both preventative maintenance services and emergency and non-emergency repair services of the Department's Radiology Equipment. Contractor shall be required to provide technicians with expertise in the maintenance and repair of the Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB.

The Radiology Equipment is located in various Department custody facilities throughout the Los Angeles County Sheriff's Department, Medical Services Bureau (MSB) as set forth in Attachment B1 (Radiology Equipment Location and Addresses) of Appendix B (Statement of Work) of this IFB.

The Radiology Equipment services an average of 425 inmates daily, as part of the MSB communicable disease control program where each inmate, upon intake, is provided a chest screening x-ray in order to detect the presence of tuberculosis, or other threats to the health and safety of the inmate or others. Therefore, regular maintenance and repair services for the Department's Radiology Equipment are necessary to operate efficiently and effectively to meet the high demand of x-ray screenings with the least amount of downtime when problems are detected.

1.2 Overview of Solicitation Document

This IFB is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's Minimum Requirements; provides information regarding some of the requirements of the Agreement; and explains the solicitation process.

- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their bids.

- **BID REVIEW AND SELECTION PROCESS:** Explains how the bids will be reviewed and selected.

- **APPENDICES:**

  - **A - SAMPLE AGREEMENT:** Lists the terms and conditions of the Agreement.

  - **B - STATEMENT OF WORK:** Explains in detail the Work to be performed in the Agreement.

  - **C - INTENTIONALLY OMITTED**

  - **D - REQUIRED FORMS:** Forms contained in this Appendix must be completed and included in the bid, if applicable.

  - **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department to request a Solicitation Requirements Review.

  - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.

  - **G - JURY SERVICE ORDINANCE:** County Code.

  - **H - LINK TO 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 - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**: An information sheet intended to assist Nonprofit agencies with compliance with SB1262 (the Nonprofit Integrity Act of 2004) and identify available resources.

  - **L - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this IFB, references are made to certain terms, persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this IFB can be found in Section 2 (Definitions) of Appendix A (Sample Agreement) of this IFB.

1.4 Bidder's Minimum Requirements

Each interested and qualified Bidder that can demonstrate its ability to successfully provide the required services outlined in Appendix B (Statement of Work), and throughout this IFB, is invited to submit a bid, provided the Bidder meets the following requirements.

1.4.1 Bidder must have a minimum of two (2) years experience, within the last ten (10) years, maintaining and repairing radiology equipment that is the same or similar to the Radiology Equipment listed on Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB. Bidder shall submit references to verify this experience.

1.4.2 Bidder must have a minimum of two (2) years experience, within the last ten (10) years providing maintenance and repair services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB. Bidder shall submit references to verify this experience.

1.4.3 Bidder utilizes (or will utilize) a comprehensive equipment service-tracking and inventory database which is web accessible by County for the purpose of querying service status, service schedules, and inventory lists and generating reports.

Bidder shall describe the following in detail: (a) how Bidder's service-tracking and inventory database provides the required services outlined under Paragraph 3.5 (Service-Tracking and Inventory Database) of Appendix B (Statement of Work) of this IFB, or (b) If Bidder does not currently have a database in place, Bidder shall state their agreement to provide County with a timeline and target date for implementation of the required database prior to commencement of Work under the Agreement, if so awarded.

1.4.4 Bidder must have a Project Manager with two (2) years experience (a) managing maintenance and repair services on Radiology Equipment that is the same or similar to the Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB, and (b) providing maintenance and repair services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB.

Bidder shall submit a resume to verify experience of the proposed Project Manager if personnel is already identified for the position. If personnel is not yet identified for the position, then Bidder shall submit the corporate job description for such Project Manager. In such case,

Bidder shall provide a resume of the proposed Project Manager prior to commencement of Work under the Agreement, if so awarded.

1.4.5 Bidder must have qualified repair and maintenance technicians, which have experience (a) maintaining and repairing Radiology Equipment that is the same or similar to the Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB, and (b) providing services equivalent or similar to the services described in Appendix B (Statement of Work) of this IFB.

Bidder shall submit resumes to verify experience of proposed repair and maintenance technician personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Bidder shall submit corporate job descriptions for such repair and maintenance technicians. In such case, Bidder shall provide resumes of proposed personnel prior to their commencement of Work under the Agreement, if so awarded.

1.4.6 Bidder must demonstrate that it operates and maintains a business office located within a 100-mile radius of the Department's Medical Services Bureau Administrative Offices, with a telephone in the company's name where the Bidder conducts business. The Medical Services Bureau Administrative Offices are located at:

450 Bauchet Street
Los Angeles, CA 90012

1.5 County Rights and Responsibilities

1.5.1 The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Each such addendum shall be made available to each person or organization which County records indicate has received this IFB and shall be posted on the Department's website at: http://shq.lasdnews.net/shq/contracts/info.html.

1.5.2. 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 County. The County 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 Agreement Term

1.6.1 The Term of the Agreement shall be from May 20, 2015 through May 19, 2018, unless sooner terminated or extended as provided in the Agreement.

1.6.2 The County, at its sole and absolute option, shall be entitled to extend the Agreement for up to four (4) additional one-year terms, and thereafter for a maximum of six (6) months, in any increment, for a total maximum Term not to exceed seven (7) years and six (6) months.

1.7 Agreement Rates

The hourly and annual all-inclusive Labor Rates shall remain firm and fixed for the Term of the Agreement, including all option years.

1.8 Days of Operation

Contractor is required to provide services as defined in Section 3.0 (Specific Work Requirements) of Appendix B (Statement of Work) of this IFB for all Radiology Equipment listed in Attachment B2 (Radiology Equipment Inventory List) of Appendix B (Statement of Work) of this IFB.

1.9 Contact with County Personnel

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

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Carolyn J. Scott, Contract Analyst
E-mail address: cjscott@lasd.org
Fax Number: (323) 415-2739

Bidders are specifically directed not to contact any other County person or agent for any matter related to this IFB. If it is discovered that a Bidder contacted and/or received information from any County person or agent, other than the person specified above, regarding this IFB, County, in its sole determination, may disqualify the Bidder and its bid from further consideration.

1.10 Final Agreement Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors (Board) retains the right to exercise its

judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to Agreement 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://camisvr.co.la.ca.us/webven/.

1.12 County Option to Cancel the IFB and/or Reject Bids

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

1.13 Protest Policy Review Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Paragraph 2.4 (Solicitation Requirements Review) of this IFB. Additionally, any actual Bidder may request a review of a disqualification or of a proposed agreement award under such solicitation as described respectively in Paragraph 3.3 (Disqualification Review) and Paragraph 3.5 (Department's Proposed Contractor Selection Review) of this IFB. Under any such review, it is the responsibility of the Bidder challenging the decision of a County department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed agreement award, as the case may be.

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

1.13.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services agreement provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Paragraph 2.4 (Solicitation Requirements Review) of this IFB).
- Review of a Disqualified Bid (Reference Paragraph 3.3 (Disqualification Review) of this IFB).
- Review of Proposed Contractor Selection (Reference Paragraph 3.5 (Department's Proposed Contractor Selection Review) of this IFB).

1.14 Notice to Bidders Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) Agreement negotiations are complete; (2) Department receives a letter from the recommended Bidder's authorized officer that the negotiated Agreement is the firm offer of the recommended Bidder; and (3) Department releases a copy of the recommended Bidder's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.

- Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda.
- Exceptions to disclosure are those parts or portions of all bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 The County 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 Section 12.0 (Indemnification and Insurance) and Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB. Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Section 12.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB.

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

At any time prior to or during the Term of the Agreement, all Contractor's staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Agreement shall be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Section 3.0 (Confidentiality) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB, and the Independent Contractor Status provision contained in Section 40.0 (Independent Contractor Status) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB.

1.20 Conflict of Interest

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

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 agreement. It is the County'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, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any agreements, including but not limited to County agreements. 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 County may declare a Bidder to be non-responsible for purposes of this solicitation if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or

submitted a false claim against the County or any other public entity.

1.21.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.21.5 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.

1.21.6 These terms shall also apply to proposed subcontractors of Bidders on County agreements.

1.22 Bidder Debarment

1.22.1 Each Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing agreements with County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

1.22.3 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 Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 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 agreements.

1.22.9 Appendix H (Link to Listing of Contractors Debarred in Los Angeles County) of this IFB 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 Agreement that may be awarded pursuant to this IFB. Failure to comply may be cause for termination of an Agreement 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 officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the Agreement or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of an Agreement.

1.24.2 Bidder Notification to County

A Bidder shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or agreement 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 Exhibit 6 (Familiarity of the County Lobbyist Ordinance Certification) of Appendix D (Required Forms) of this IFB, as part of their 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 Appendix I (IRS Notice 1015) of this IFB.

1.27 Consideration of GAIN/GROW Participants for Employment

1.27.1 As a threshold requirement for consideration for agreement 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 an agreement award.

1.27.2 Bidders shall complete and return Exhibit 9 (Attestation of Willingness to Consider Gain/Grow Participants) of Appendix D (Required Forms) of this IFB as part of their bid.

1.28 County's Quality Assurance Plan

After agreement award, the County or its agent will evaluate the Contractor's performance under the Agreement on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Agreement and performance standards identified in Exhibit B (Statement of Work) of the Agreement. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

1.29 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in Section 31.0 (Recycled-Content Paper) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB.

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 (Safely Surrendered Baby Law) of this IFB, 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. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 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 Paragraph 1.33 (Local Small Business Enterprise Program) of this IFB.

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 Paragraph 1.32 (Jury Service Program) of this IFB.

1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F (County of Los Angeles Policy on Doing Business with Small Business) of this IFB.

1.32 Jury Service Program

The prospective Agreement 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 Appendix G (Jury Service Ordinance) of this IFB and the pertinent jury service provisions of Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement), both of which are 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 (5) 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 of 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 agreements 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 Agreement 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 on Exhibit 10 (Certification Form and Application for Exception) of Appendix D (Required Forms) of this IFB, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.33 Local Small Business Enterprise (SBE) Preference Program

1.33.1 The County 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 Exhibit 7 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Appendix D (Required Forms) of this IFB with their bid. 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 the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) of Appendix D (Required

Forms) of this IFB. 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 County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

1.36.2 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 applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36.3 To request the Transitional Job Opportunities Preference, Bidder must complete Exhibit 15 (Transitional Job Opportunities Preference Program) of Appendix D (Required Forms) of this IFB, and submit it along with all supporting documentation with their bid.

1.37 Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit J (Business Associate Agreement under Health Insurance Portability and Accountability Act of 1996 (HIPAA)) of Appendix A (Sample Agreement) of this IFB.

1.38 Bidder's Charitable Contributions Compliance

1.38.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix K (Background and Resources: California Charities Regulation) of this IFB. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.38.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB. A completed Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB is a required part of any Agreement with the County.

1.38.3 In Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB, prospective Contractors certify either that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement; **OR**

- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.38.4 Prospective County Contractors that do not complete Exhibit 11 (Charitable Contributions Certification) of Appendix D (Required Forms) of this IFB as part of the solicitation process may, in the County's sole discretion, be disqualified from Agreement award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.39 Defaulted Property Tax Reduction Program

1.39.1 The prospective Agreement 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 Appendix L (Defaulted Property Tax Reduction Program) of this IFB and the pertinent provisions of Sections 62.0 and 63.0 of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB, both of which are incorporated by reference into and made a part of this IFB. The Defaulted Tax Program applies to both Contractors and their subcontractors.

1.39.2 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 Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 14 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) of Appendix D (Required Forms) of this IFB. Failure to maintain compliance, or to timely cure defects, may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.40 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.40.1 The County will give DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

1) A business which is certified by the State of California as a DVBE; or

2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

1.40.2 Certified DVBE vendors must request the preference in their solicitation responses and may not request the preference the certification process has been completed and certification is affirmed.

1.40.3 In no case shall the DVBE Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

1.40.4 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 DVBE.

1.40.5 To request the Disabled Veteran Business Enterprise Preference, Bidder must complete and submit Exhibit 16 (Request for DVBE Preference Program Consideration) of Appendix D (Required Forms) of this IFB, with supporting documentation with their bid.

1.40.6 Information about the State's DVBE, certification regulation is found 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 Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/.

1.40.7 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/.

1.41 Time Off for Voting

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

2.0 INSTRUCTIONS TO BIDDERS

This Section 2.0 (Instructions to Bidders) contains key project dates and activities as well as instructions to Bidders on how to prepare and submit their bid.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB..... ……**Refer to Bulletin #1**
- Request for a Solicitation Requirements Review Due.....**Refer to Bulletin #1**
- Written Questions Due .....**Refer to Bulletin #1**
- Questions and Answers Released.....**Refer to Bulletin #1**
- **Bid due by 3:00 p.m. (Pacific Time)** .....**Refer to Bulletin #1**

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) of this IFB to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is received by the Department by the date specified in Bulletin #1.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.

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 County not receiving the best possible responses from prospective Bidder.

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

2.5 Bidders' Questions

2.5.1 Bidders may submit written questions regarding this IFB by mail, fax or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. The addendum will be made available to all Bidders, in addition to being posted on the Department's Website at http://shq.lasdnews.net/shq/contracts/info.html.

2.5.2 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. County reserves the right to group similar questions when providing answers.

2.5.3 Questions regarding the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the County not receiving the best possible responses from Bidder should be addressed under the Solicitations Requirement Review pursuant to Paragraph 2.4 (Solicitation Requirements Review) of this IFB.

2.5.4 Questions shall be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Carolyn J. Scott, Contract Analyst
E-mail address: cjscott@lasd.org
Fax Number: 323-415-2739

2.6 Preparation of the Bid

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

2.7 Bid Format

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

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

2.7.1 Bidder's Organization Questionnaire/Affidavit

The Bidder shall complete, sign, and date Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) of Appendix D (Required Forms) of this IFB and include it with the bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the Bidder in an Agreement.

2.7.2 Table of Contents

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

2.7.3 Bidder's Price Sheet (Section A)

Bidder shall complete and submit in Section A (Bidder's Price Sheet) of the bid, the following forms found in Appendix D (Required Forms) of this IFB:

- Rate Schedule Pricing – Exhibit 12A
- Preventative Maintenance Equipment Pricing - Exhibit 12B

- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Exhibit 13

2.7.4 Bidder's Qualifications (Section B)

Bidder shall demonstrate that the Bidder's organization has the qualifications to perform the required services. The following sections must be included in Section B (Bidder's Qualifications) of the bid:

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

Bidder shall demonstrate in Section B.1 (Bidder's Background and Experience) of the bid that the Bidder's organization has the experience and financial capability to perform the required services as a corporation or other entity, as set forth in Appendix B (Statement of Work) of the IFB. The following sections must be included in Section B.1 (Bidder's Background and Experience) of the bid:

- Bidder must demonstrate that the organization is adequately staffed and employees are trained to provide the required services.

- Bidder must demonstrate the capacity to perform the required services.

- Bidder must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind company.

- Bidder shall describe the following in detail: (a) how Bidder's service-tracking and inventory database provides the required services outlined under Paragraph 3.5 (Service-Tracking and Inventory Database) of Appendix B (Statement of Work) of this IFB. or (b) If Bidder does not currently have a database in place, Bidder shall state their agreement to provide County with a timeline and target date for implementation of the required database prior to commencement of Work under the Agreement, if so awarded.

- Bidder must provide a summary of relevant background information to demonstrate that the Bidder meets the Minimum Requirements stated in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB. Bidder shall include resumes to verify experience for personnel that are already identified for the positions. If personnel are not yet identified for the positions, then Bidder shall submit their corporate job

descriptions. In such case, Bidder shall provide resumes of personnel prior to their commencement of Work under the Agreement, if so awarded.

- Bidder shall indicate that it operates and maintains a business office located within a 100 mile radius of the Department's Medical Services Bureau Administrative Offices, with a telephone in the company's name where the Bidder conducts business in accordance with the Bidders Minimum Requirements as outlined in Subparagraph 1.4.6 of this IFB. The Medical Services Bureau Administrative Offices are located at:

450 Bauchet Street
Los Angeles, CA 90012

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the County requires in this Section of the bid. If the Bidder's organization does not fit into one of these categories, upon receipt of the bid 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, 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 Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) of Appendix D (Required Forms) of this IFB. Please alert the clients providing references that the County will be contacting them.

1. County may disqualify a Bidder in its sole discretion if:

   - References fail to substantiate Bidder's description of the services provided; or

   - References fail to support the Bidder's Minimum Requirements set forth in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB; or

   - References fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel; or

   - The Department is unable to reach the point of contact with reasonable effort of three (3) attempts. It is the Bidder's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

2. The Bidder must complete and include the following Exhibits 2, 3, and 4 of Appendix D (Required Forms) of this IFB with the bid.

   - Exhibit 2 (Prospective Contractor References)

     Bidder must provide a minimum of three (3) references, from different entities, where the same or similar scope of services were provided in accordance with the Bidder's Minimum Requirements as outlined under Subparagraph 1.4.1 and 1.4.2 of this IFB.

   - Exhibit 3 (Prospective Contractor List of Contracts)

Bidder must provide a list of all public entities and County contracts under which the Bidder has provided service within the last five (5) years. Use additional sheets if necessary.

- Exhibit 4 (Prospective Contractor List of Terminated Contracts)

  Bidder must provide a list of all contracts terminated within the past three (3) years with a reason for termination.

C. Bidder's Pending Litigation, Threatened Litigation, and Judgments (Section B.3)

Bidder shall 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. Bidder shall provide a statement describing the size and scope of any pending or threatened litigation against the Bidder or principals of the Bidder. If a Bidder has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in Section B.3 (Bidder's Pending Litigation, Threatened Litigation, and Judgments) of the bid.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Bidder being found non-responsive, and the bid may be eliminated from future review at County's absolute and sole discretion.

D. Financial Capability (Section B.4)

Bidder shall provide copies of the Bidder's financial statements for fiscal years 2013, 2012, and 2011, prepared in compliance with Generally Accepted Accounting Practices (GAAP). Statements should include the Bidder's assets, liabilities, and net worth. Include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit income tax returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. Failure or refusal to submit financial statements may result in the bid being found non-responsive and rejected without further review in the County's sole and absolute discretion.

2.7.5 Required Forms (Section C)

Bidder shall include the following business forms, as provided in Appendix D (Required Forms) of this IFB in the bid. Bidder shall complete, sign, and date all applicable forms.

The person signing all forms must be authorized to sign on behalf of the Bidder and to bind the Bidder in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 5 Certification of No Conflict of Interest

Bidder must certify that no employee, who prepared or participated in the preparation of the bid, is within the purview of County Code Section 2.180.010.

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Bidder must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Bidder comply with the ordinance during the IFB process and otherwise.

Exhibit 7 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, if applicable

Bidder shall complete the form and attach it and the Local SBE Certification letter issued by the County of Los Angeles Internal Services Department to the IFB.

Note: Bidder must be certified as a Local SBE prior to bid submission to be eligible to request consideration for the Local SBE Preference.

Exhibit 8 Bidder's EEO Certification

Bidder must certify compliance with EEO laws, regulations, and policies.

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Bidder must 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. Bidder shall also attest to a willingness to provide employed GAIN/GROW participants access to Bidder's employee mentoring program, if available.

Exhibit 10 Contractor Employee Jury Service Program – Certification Form and Application for Exception

Bidder shall complete and submit this form with the bid. If Bidder is requesting an exception to this program, Bidder shall submit all necessary documents to support the request.

Exhibit 11 Charitable Contributions Certification

Bidder must check the certification that is applicable and submit this form with the bid.

Exhibit 13 Certification of Independent Price Determination & Acknowledgement of IFB Restrictions

Bidder shall complete and submit this form with the bid.

Exhibit 14 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Bidder shall complete and submit this form with the bid.

Exhibit 15 Transitional Job Opportunities Preference Program, if applicable

If applicable, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.

Exhibit 16 Request for Disabled Veteran Business Enterprise Preference Program Consideration, if applicable

If applicable, the Disabled Veteran Business Enterprise Preference Application must be completed and submitted with all required supporting documents.

2.7.6 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in Section 12.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of Appendix A (Sample Agreement) of this IFB. 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 an Agreement may be submitted with the bid.

2.7.7 Proof of Licenses and/or Certifications (Section E)

Bidder must furnish a copy of all applicable licenses and/or certifications.

2.7.8 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F)

A. It is the duty of every Bidder to thoroughly review Appendix A (Sample Agreement) of this IFB, including Exhibit A (Additional Terms and Conditions) thereto, and Appendix B (Statement of Work) of this IFB. The terms and conditions of Appendix A (Sample Agreement), and Appendix B (Statement of Work) of this IFB are not negotiable. Section F (Acceptance of Terms and Conditions in the Sample Agreement and Requirements of the Statement of Work) of the bid must include a statement that the Bidder accepts the terms and conditions and requirements of Appendix A (Sample Agreement), including Exhibit A (Additional Terms and Conditions) of this IFB and Appendix B (Statement of Work) of this IFB.

B. The County reserves the right to make changes to Appendix A (Sample Agreement), including Exhibit A (Additional Terms and Conditions), of this IFB and Appendix B (Statement of Work) of this IFB, including any Attachments and Exhibits thereto, at its sole discretion.

2.8 Bid Submission

The original bid and three (3) numbered identical hard copies, and three (3) Compact Discs, each containing the bid in electronic format, shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

"INVITATION FOR BIDS (IFB) 529-SH
FOR
FUJI DIGITAL X-RAY CAPTURE SYSTEM EQUIPMENT
MAINTENANCE AND REPAIR SERVICES"

Bids shall be delivered or mailed to the following:

Los Angeles County Sheriff's Department
Contracts Unit – Room 214
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Carolyn J. Scott, Contract Analyst

It is the sole responsibility of the submitting Bidder to ensure that his/her bid is received before the bid due date and time specified in Bulletin #1, or any addendum amending the bid due date and time. 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 stated in Bulletin #1, or any addendum amending the bid due date and time, 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 two hundred seventy (270) calendar days following the bid due date and time set forth in Bulletin #1, or any addendum amending the bid due date and time. In the event the County is unable to complete successful negotiations and enter into an Agreement within the two hundred seventy (270) day period, the County may request that all Bidders extend their offers for a period of time thereafter. In that event, any Bidder unwilling to extend its offer may be removed from consideration.

2.9 Bid Corrections and Errors

If Bidder realizes, before the bid due date, that the submitted bid contains one of more errors, Bidder may request in writing that the bid be withdrawn. If there are one or more errors, Bidder may resubmit another bid with each error corrected up to the bid due date. Once bid due date has passed, all bids received on time stand as written. Requests for withdrawal shall be sent to:

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

In addition, if County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or that there is missing information in any submitted bid, County, in its sole discretion, may request in writing that the particular Bidder submit a written correction of the applicable portions of its bid within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Bidder understands and agrees that any such correction shall be limited to correction errors in submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the bid for all purposes including bid review/evaluation. If Bidder fails to submit such correction or missing information within the County-specified time period, the bid shall stand as written.

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, Transitional Job Opportunities Preference, or Disabled Veteran Business Enterprise 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:

Eight percent (8%) 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.

Disabled Veteran Business Enterprise Preference:

Eight percent (8%) of the lowest bid price submitted will be calculated, and that amount will be deducted from bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of $50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

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 determined which is the lowest price, and most responsive and responsible bid.

3.2 Adherence to Minimum Requirements

County shall review the Bidders completed Exhibit 1 (Bidder's Organization Questionnaire/Affidavit) of Appendix D (Required Forms) of this IFB, and the appropriate information, references, and/or documentation, to determine if the Bidder meets the Bidder's Minimum Requirements as outlined in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB.

Failure of the Bidder to meet the Bidder's Minimum Requirements outlined in Paragraph 1.4 (Bidder's Minimum Requirements) of this IFB may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

3.3 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification 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 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 Department'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 Price Sheet (Section A)

All forms listed in Subparagraph 2.7.3 (Bidder's Price Sheet (Section A)) of this IFB must be included in Section A (Bidder's Price Sheet) of the bid.

3.4.2 Bidder's Qualifications (Section B)

1. Bidders will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 (Bidder's Background and

Experience) of the bid.

2. Bidder will be evaluated on the verification of references provided in Section B.2 (Bidder's References) of the bid. 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 which may result in point deductions.

3. A review will be conducted to determine the significance of any pending litigation, threatened litigation, or judgments against the Bidder as provided in Section B.3 (Bidder's Pending Litigation, Threatened Litigation, and Judgments) of the bid.

4. A review will be conducted of the Bidder's financial statements as provided in Section B.4 (Financial Capability) of the bid.

3.4.3 Required Forms (Section C)

All forms listed in Subparagraph 2.7.5 (Required Forms (Section C)) of this IFB must be included in Section C (Required Forms) of the bid.

3.4.4 Proof of Insurability (Section D)

A review of the proof of insurability provided in Section D (Proof of Insurability) of the bid will be conducted.

3.4.5 Proof of Licenses (Section E)

A review of the proof of licenses provided in Section E (Proof of Licenses) of the bid will be conducted.

3.4.6 Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work (Section F)

Bidder shall include a statement, accepting the terms and conditions in Appendix A (Sample Agreement), including Exhibit A (Additional Terms and Conditions) of this IFB and the requirements of Appendix B (Statement of Work) of this IFB, in Section F (Acceptance of Terms and Conditions in Sample Agreement and Requirements of the Statement of Work) 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 as described in this Subparagraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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 Department);
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 Department 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 Department 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 department's alleged failure, the Bidder 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 Department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the agreement

award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a review by a County Independent Review Panel (see Subparagraph 3.5.2 below).

3.5.2 County Independent Review Process

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

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting the County Independent Review is a Bidder;

2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

3. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Subparagraph 3.5.1 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Bidder.