



**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

INVITATION FOR BIDS (IFB)

FOR

VEHICLE TOWING AND LONG-TERM STORAGE SERVICES

IFB 663-SH

FEBRUARY 2020

**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 County will be determined in accordance with the terms of the applicable Contract and applicable law.

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1.0 GENERAL INFORMATION

1.1 Purpose

- 1.1.1 The County of Los Angeles Sheriff's Department (Department) is issuing this Invitation for Bids (IFB) to solicit Bids for a Contract with an organization that can provide Vehicle Towing and Long-Term Storage Services (Services) for the Department's Central Property & Evidence Unit (CPE).
- 1.1.2 The Services include but are not limited to: towing and long-term storage of various types of motor vehicles, the parts of vehicles, and/or various types of equipment and/or other similar items, ordered by the Department to be towed and stored for evidentiary purposes (Evidence). The Department's CPE will contact Contractor to request pickup and towing of Evidence to hold for long-term storage.

1.2 Overview of Solicitation Document

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

- **GENERAL INFORMATION:** Specifies the Bidder's minimum mandatory requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on 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 (SOW):** Explains in detail the Services to be performed in the Contract.
 - **C - Intentionally Omitted.**
 - **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 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 Reduction 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) of this IFB.

1.4 Bidder's Minimum Mandatory 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 minimum mandatory requirements.

- 1.4.1 Bidder must have five (5) continuous years of experience, within the last ten (10) years, providing Vehicle Towing and Long-Term Storage Services (Services) equivalent to the Services identified in Appendix B (Statement of Work) of this IFB. At least two (2) of the five (5) continuous years of experience must have been the provisions of Services to a law enforcement agency.

Vendor shall provide references that verify this minimum mandatory requirement and include complete start dates, complete end dates, name of public entity, government agency, or law enforcement agency, and Services provided.

- 1.4.2 Bidder must have an office and storage facility for Services provided under the Contract located within a twenty (20) mile radius of the Department's Sherman Block Building, 4700 Ramona Boulevard, Monterey Park, California 91754.

- 1.4.3 Bidder's storage facility for Services shall meet the following requirements:

- have the capacity to store up to 350 vehicles, additional parts and/or equipment; and
- have a locking system and barbed wire (or equivalent) fencing that is maintained by the Bidder; and
- have an alarm/monitoring system that is maintained by the Bidder; and
- have a video monitoring system that records twenty-four (24) hours a day, seven (7) days a weeks; and
- be roofed, enclosed, and lighted.

A site visit of Bidder's storage facility will be conducted to verify Bidder meets this minimum mandatory requirement.

1.4.4 Bidder must have all required licenses, certifications, and permits listed in Appendix D (Required Forms), Exhibit 11 (Required Licenses, Certifications, and Permits) of this IFB.

1.4.5 If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.5 County's Rights and Responsibilities

The County has the right to amend the IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County 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 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 Contract Term

It is anticipated that the Contract term shall be from July 21, 2020 through July 20, 2024, unless sooner terminated or extended. The County shall have the option to extend the term of the Contract for up to two additional two-year

option periods, for a maximum Contract term of eight years. The Contract shall be effective following approval by the Board of Supervisors.

1.7 Contract Rates

- 1.7.1 Rates shall remain firm and fixed for the term of the Contract.
- 1.7.2 Rates shall be in accordance with Exhibit B (Pricing Sheet) of Appendix A (Sample Contract) of this IFB.
- 1.7.3 When calculating Bid price, it is the responsibility of the Bidder to take into consideration the possible escalation of costs and other potential costs that may arise during the term of the Contract, including all option periods.

1.8 Days of Operation

The Contractor shall be required to provide towing and long-term storage services for Evidence between the hours of 8:00 am to 5:00 pm (Pacific Time), Monday through Friday. The Contractor is not required to provide Services on County-recognized holidays. The County Project Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

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
Hall of Justice
Fiscal Administration Bureau – Contracts Unit
Attn: Abilene R. Valdez, Senior Contract Analyst
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Email: ARValdez@lasd.org

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

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Bid and the terms of any resultant contract, 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, 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://camisvr.co.la.ca.us/webven/>.

1.12 County Option to Reject Bids or Cancel IFB

The County may, at its sole discretion, reject any or all Bids submitted in response to this IFB and/or cancel this IFB in its entirety. The County shall not be liable for any costs incurred by a 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 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 contract, as described in Sub-paragraph 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 Sub-paragraph below. It is the responsibility of the Bidder challenging the decision of a County department 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 County has no obligation to delay or otherwise postpone an award of contract 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 any Departmental determination or action should 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 Department's Proposed Contractor Selection (Reference Sub-paragraph 3.5 in the Bid Review and Selection Section)

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) Contract negotiations are complete; 2) Department receives a letter from the recommended Bidder's authorized officer that the negotiated Contract is the firm offer of the recommended Bidder; and 3) Department releases a copy of the recommended Bidder's Bid 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 Bid 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 Sub-paragraph 8.23 (Indemnification) of Appendix A (Sample Contract) of this IFB. The 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 Sub-paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage) of Appendix A (Sample Contract) of this IFB.

1.16 Intentionally Omitted

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

Backgrounds and Security Investigations of Contractor's staff shall be required at the discretion of the County as a condition of beginning and continuing Work under any resulting Contract, as further described in Appendix A (Sample Contract), Sub-paragraph 7.4 (Background and Security Investigations) of this IFB.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-paragraph 7.5 (Confidentiality) and the Independent Contractor Status provision contained in Sub-paragraph 8.22 (Independent Contractor Status) of Appendix A (Sample Contract) 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 Contract. 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 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 County may declare a Bidder to be non-responsible for purposes of this Contract if the Board of Supervisors, in its 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 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 contracts.

1.22 Bidder Debarment

- 1.22.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from Bidding or proposing on, or being awarded, and/or performing work on other County 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 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 contracts.
- 1.22.9 Appendix H (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 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 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 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 a Contract.

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 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 Exhibit 6 (Familiarity of the County Lobbyist Ordinance Certification) of Appendix D (Required Forms) of this IFB, as a 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 of a 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. 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.

- 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, along with their Bid.

1.28 County's Quality Assurance Plan

After Contract award, the County or its agent will monitor the Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix B (Statement of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the Contract will be reported to the 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 Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

Bidder shall be required to comply with the County's policy on recycled bond paper as specified in Sub-paragraph 8.39 (Recycled Bond Paper) of Appendix A (Sample Contract) 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 information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this IFB. Additional information is available at www.babysafela.org.

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 Sub-paragraph 1.33 (Local Small Business Enterprise (LSBE Preference Program)), below.

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 (Jury Service Program) below.

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 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 Appendix G (Jury Service Ordinance) and the pertinent jury service provisions of Sub-paragraph 8.8 (Compliance with County's Jury Service Policy of Appendix A (Sample Contract)), 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 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 forty (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 ninety (90) days or less within a twelve (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 Exhibit 10 (Contractor Employee Jury Service Program 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 (LSBE) Preference Program

- 1.33.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.33.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.

1.33.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) of Appendix D (Required Forms) of this IFB and submit a letter of certification from the DCBA with their Bid.

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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

1.34 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs 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 Bidding Company

The Bidder shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Bidder on Exhibit 1 (Bidder's Organization Questionnaire/Affidavit and CBE Information) 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 Social Enterprise (SE) Preference Program

1.36.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one (1) year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

- 1.36.2 The DCBA shall certify that a SE meets the criteria set forth in Sub-paragraph 1.36.1.
- 1.36.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) of Appendix D (Required Forms) of this IFB and submit a letter of certification from the DCBA with their Bid.
- 1.36.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>.

1.37 Intentionally Omitted

1.38 Intentionally Omitted

1.39 Defaulted Property Tax Reduction Program

- 1.39.1 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 Appendix K (Defaulted Property Tax Reduction Program), and the pertinent provisions of Sub-paragraphs 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program), of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this IFB solicitation. 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 Contract that may be awarded pursuant to this IFB 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 a contract 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 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 verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 1.40.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Sub-paragraph 1.40.1, 1 or 2 above.
- 1.40.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7 (Request for Preference Program Consideration) of Appendix D (Required Forms) of this IFB, and submit a letter of certification from the DCBA with their Bid.
- 1.40.4 Information about the State's DVBE certification regulations 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 <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.
- 1.40.5 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: <https://www.va.gov/osdbu/>.

1.41 Time Off for Voting

The 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 subcontractors 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.

1.42 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

1.42.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

1.42.2 Contractors are required to complete Exhibit 15 (Zero Tolerance Policy on Human Trafficking Certification) of Appendix D (Required Forms) of this IFB, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Sub-paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract) of this IFB. Further, Contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this IFB solicitation.

1.43 Intentionally Omitted

1.44 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

1.44.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.44.2 Upon Contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

1.44.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

1.44.4 Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this

requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.45 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 1.45.1 On May 29, 2018, the Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).
- 1.45.2 Contractors are required to complete Exhibit 17 (Compliance with Fair Chance Employment Hiring Practices Certification) of Appendix D (Required Forms) of this IFB, certifying that they are in full compliance with California Government Code Section 12952, as indicated in Appendix A (Sample Contract) of this IFB. Further, Contractors are required to comply with the requirements under Section 12952 for the term of any Contract awarded pursuant to this IFB solicitation.

1.46 Contractor Alert Reporting Database

- 1.46.1 The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing Contractors. When a County department identifies a significant performance/non-compliance issue(s) with a Contractor, the Department will provide notice to the Contractor and will give the Contractor an opportunity to correct the issue(s). If the Contractor does not take any appropriate steps to correct the issue(s), the Department will enter the Contractor, along with any other relevant information pertaining to the Contractor's performance issue(s), into CARD.
- 1.46.2 The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining Bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the Department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

2.0 INSTRUCTIONS TO BIDDERS

This Paragraph contains key project dates and activities as well as instructions to Bidders in 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 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 Sheriff's sole judgment and his/her judgment shall be final.

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB02/27/20
- Request for a Solicitation Requirements Review Due 03/06/20
- Written Questions Due (optional)..... 03/12/20
- Questions and Answers Released 03/19/20
- **Bid due by 3:00 p.m.** (Pacific Time)..... 03/26/20

The dates may change at any time as determined by the County.

2.4 Solicitation Requirements Review

2.4.1 A 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 Sub-paragraph 2.4 (Solicitation Requirements Review) of this IFB. 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 made within the time frame identified in the solicitation document. Refer to Sub-paragraph 2.3, above.
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Bid.

3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
 4. The request asserts either that:
 - a. application of the minimum mandatory 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 Vendor.
- 2.4.2 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.
- 2.4.3 All requests for a Solicitation Requirements Review should be submitted to:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Abilene R. Valdez, Senior Contract Analyst
E-mail Address: ARValdez@lasd.org

2.5 Bidders' Questions

- 2.5.1 Bidders may submit written questions regarding this IFB by mail or e-mail to the Contract Analyst identified below. All questions must be received by March 12, 2020 as specified in Sub-paragraph 2.3 (IFB Timetable) of this IFB. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this IFB.
- 2.5.2 When submitting questions, please specify the IFB Paragraph number, Sub-paragraph, 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 may address concerns that the application of minimum mandatory 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.
- 2.5.4 Questions should be addressed to:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration Bureau – Contracts Unit

211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Abilene R. Valdez, Senior Contract Analyst
Email: ARValdez@lasd.org

2.6 Intentionally Omitted

2.7 Preparation of the Bid

All Bids must be bound and submitted in the prescribed format as specified in Sub-paragraph 2.9 (Bid Submission) below. Any Bid that deviates from this format may be rejected without review at the County'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, Certifications, and Permits (Section E)
- Acceptance of Terms and Conditions in Sample Contract 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) of this IFB:

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

2.8.3 Bidder's Qualifications (Section B)

Bidder shall demonstrate that the Bidder's organization has the background, experience and financial capability/stability to provide and perform the required Services. Bidder shall provide general company information. The general company information shall include, at minimum, the following:

- Bidder name, local contact name, telephone number, fax number and e-mail address; and
- Location of home office and local office (if different)
- Number and type of staff for divisions relevant to this IFB

The following Sections must be included under this Section B:

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

The Bidder shall complete, sign and date Exhibit 1 (Bidder's Organization Questionnaire/Affidavit and CBE Information) 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 mandatory requirements stated in Sub-paragraph 1.4 (Bidder's Minimum Mandatory Requirements) of this IFB and has the capability to perform the required Services as required in Appendix B (Statement of Work) of this IFB.

- Bidder must demonstrate the capacity to perform the required Services as a corporation or other entity.
- Bidder must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the company.

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the County requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the 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 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 – Exhibit 2 (Prospective Contractor's References) and Exhibit 3 (Prospective Contractor List of Contracts) of Appendix D (Required Forms) of this IFB.

County may disqualify a Bidder if:

- references fail to substantiate Bidder's description of the services provided; or
- references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- The Department is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

The Bidder must complete and include Required Forms, Exhibit 2, Exhibit 3 and Exhibit 4 as set forth in Appendix D (Required Forms), of this IFB.

a. Prospective Contractor References, Exhibit 2

Bidder must provide three (3) references from three different companies, at least one of which must verify the Bidders

qualifications as stated in Sub-paragraph 1.4.1 of this IFB. Experience must be the same or similar scope of Services, as required in Appendix B (Statement of Work) of this IFB.

b. Prospective Contractor List of Contracts, Exhibit 3

The listing must include all public entities, including County 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 or expired within the past three (3) years with a reason for termination.

C. Financial Capability (Section B.3)

Bidder shall provide copies of the company's most current and prior three (3) fiscal years' (2019, 2018, and 2017) financial statements. Statements should include the company's assets, liabilities and net worth, using U.S. currency. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

D. Bidder's Pending Litigation and Judgments (Section B.4)

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 threatened litigation against the Bidder or principals of the Bidder. If there are no pending litigation or judgments, Bidder must provide a statement stating such in this Section B.4.

2.8.4 Required Forms (Section C)

Include the following business forms as provided in Appendix D (Required Forms) of this IFB. Bidder shall complete, sign and date all forms and place under this Section C.

Exhibit 5 Certification of No Conflict of Interest

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 7 Request for Preference Program Consideration

- 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 12 Pricing Sheet
- Exhibit 13 Certification of Independent Price Determination and Acknowledged of IFB Restrictions
- Exhibit 14 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 15 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking
- Exhibit 16 Compliance with Fair Chance Employment Hiring Practices Certification

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) Sub-paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage). 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 under this Section D.

2.8.6 Proof of Licenses, Certifications, and Permits (Section E)

Bidder and Bidder's employees must possess, comply, and keep current all licenses, certifications, and permits in satisfaction of the minimum mandatory requirement of Sub-paragraph 1.4.4 of this IFB. Bidder shall include and complete Exhibit 11 (Required Licenses, Certifications, and Permits) of Appendix D (Required Forms) of this IFB, and attach a copy of all licenses, certifications, and permits and place under this Section E.

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

2.8.7.1 The terms and conditions of Appendix A (Sample Contract) and Appendix B (Statement of Work) of this IFB, are not negotiable. It is the duty of every Bidder to thoroughly review Appendix A (Sample Contract) of this IFB and Appendix B (Statement of Work), including all exhibits thereto, to ensure compliance with all terms, conditions, and requirements.

Section F of Bidder's response must include a statement that the Bidder accepts the terms and conditions and requirements of Appendix A (Sample Contract), of this IFB and Appendix B (Statement of Work), including all exhibits hereto, of this IFB.

2.8.7.2 The County reserves the right to make changes to Appendix A (Sample Contract) and Appendix B (Statement of Work), including any exhibits thereto, of this IFB at County's sole discretion.

2.9 Bid Submission

The original Bid and three (3) numbered exact hard copies; and two (2) separate electronic copies in pdf format on flash drives or compact discs, must be submitted 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:

**“BID FOR VEHICLE TOWING AND LONG-TERM STORAGE SERVICES
IFB 663-SH”**

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

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration Bureau – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attn: Abilene R. Valdez, Senior Contract Analyst

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 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 and seventy (270) Business days following the last day to submit Bids.

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

3.1.1 Bids will be examined to determine the lowest price based on the rates set forth in the Bidder's Exhibit 12 (Pricing Sheet), submitted in Section A of the Bid. Should one or more of the Bidders request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest Bid price will be determined as follows:

Should one or more of the Bidders request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Bidders who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible Bid meeting specifications.

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.

3.1.3 Exhibit 13 (Certification of Independent Price Determination and Acknowledgement of IFB Restrictions), submitted in Section A of the Bid, will be reviewed.

3.2 Adherence to Minimum Mandatory Requirements

County shall review Exhibit 1 (Bidder's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms) of this IFB and Section B (Bidder's Qualifications) of the Bid, and determine if the Bidder meets the minimum mandatory requirements as outlined in Sub-paragraph 1.4 (Bidder's Minimum Mandatory Requirements) of this IFB.

Failure of the Bidder to comply with the minimum mandatory requirements 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 request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. 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 Qualifications (Section B)

County's review shall include the following:

- Bidder's Background and Experience as provided in Section B.1 of the Bid.
- Bidder's References as provided in Section B.2 of the Bid. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review will be conducted of the Bidder's financial statements provided in Section B.3 of the Bid.
- A review to determine the magnitude of any pending litigation or judgments against the Bidder as provided in Section B.4 of the Bid.

3.4.2 Required Forms

All forms listed in Paragraph 2.0 (Instructions to Bidders), Sub-paragraph 2.8.4 (Required Forms (Section C)) 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, Certifications, and Permits

Review the proof of licenses, certifications, and permits from Exhibit 11 (Required Licenses, Certifications, and Permits) provided in **Section E** of the Bid.

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

A review will be conducted of the statement that Bidder accepts all terms and conditions in Appendix A (Sample Contract) and the requirements of Appendix B (Statement of Work), including all exhibits as provided 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 as described in Sub-paragraph 3.5 (Department's 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 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 request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
2. 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

3. 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 bid, 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 Contract 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 County Independent Review (see Sub-paragraph 3.5.2 (County Independent Review Process) 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 request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. 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 on one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Sub-paragraph 3.5.2 above.

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

APPENDIX A
SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

VEHICLE TOWING AND LONG-TERM STORAGE SERVICES

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STANDARD EXHIBITS

- A Statement of Work (NOT ATTACHED TO SAMPLE CONTRACT, SEE APPENDIX B, STATEMENT OF WORK, OF THE IFB)
- B Pricing Sheet (NOT ATTACHED TO SAMPLE CONTRACT, SEE EXHIBIT 12 OF APPENDIX D, REQUIRED FORMS, OF THE IFB)
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G1 Contractor Acknowledgement and Confidentiality Agreement
- G2 Contractor Employee Acknowledgement and Confidentiality Agreement
- G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Contract Discrepancy Report
- K Performance Requirement Summary (PRS) Chart

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**

This Contract and Exhibits for Vehicle Towing and Long-Term Storage Services is made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles (County) and _____ (Contractor), located at _____.

RECITALS

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department), desires to contract with Contractor to provide Vehicle Towing and Long-Term Storage Services; and

WHEREAS, the County may contract with private businesses for Vehicle Towing and Long-Term Storage Services when certain requirements are met for the Department's Central Property and Evidence Unit; and

WHEREAS, the Contractor is a private firm specializing in providing Vehicle Towing and Long-Term Storage Services; and

WHEREAS, this Contract is therefore authorized pursuant to California Government Code Section 31000 and otherwise; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit D - Contractor’s EEO Certification
- 1.4 Exhibit E - County’s Administration
- 1.5 Exhibit F - Contractor’s Administration
- 1.6 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit H - Jury Service Ordinance
- 1.10 Exhibit I - Safely Surrendered Baby Law
- 1.11 Exhibit J - Contract Discrepancy Report
- 1.12 Exhibit K - Performance Requirements Summary (PRS) Chart

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

2.0 DEFINITIONS

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

2.1 Amendment: has the meaning set forth in Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.

2.2 Board or Board of Supervisors: means the Los Angeles County Board of Supervisors.

- 2.3 Business Day:** means Monday through Friday, excluding County observed holidays.
- 2.4 Change Order:** has the meaning set forth in Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 2.5 Contract:** means the agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Services, including those set forth in Exhibit A (Statement of Work) of this Contract.
- 2.6 Contractor:** means the sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the Work required under this Contract.
- 2.7 Contractor Project Manager:** means the individual designated by the Contractor to administer the Contract operations after the Contract award as further described in Sub-paragraph 7.1 (Contractor Project Manager) of this Contract.
- 2.8 County:** means the County of Los Angeles
- 2.9 County Project Director:** means person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager, as further described in Sub-paragraph 6.1 (County Project Director) of this Contract.
- 2.10 County Project Manager:** means person designated by the County Project Director to manage the operations under this Contract, as further described in Sub-paragraph 6.2 (County Project Manager) of this Contract.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Department:** means the Los Angeles County Sheriff's Department.
- 2.13 Evidence:** means any and all vehicles, parts, equipment, boats, jet skis, watercraft, scooters, motorcycles, trailers, house trailers, and any other property identified by the Department to be towed and stored by Contractor for evidentiary purposes.
- 2.14 Services:** means the Vehicle Towing and Long-Term Storage Services required under in this Contract.
- 2.15 Sheriff:** means the Sheriff of Los Angeles.
- 2.16 SOW:** means Statement of Work set forth in Exhibit A (Statement of Work) of this Contract.

- 2.17 Work:** means any and all tasks, subtasks, deliverables, goods, and other Services performed by or on the behalf of Contractor required pursuant to this Contract, including Exhibit A (Statement of Work) and all other Exhibits, and all fully executed Amendments and Change Orders hereto.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, Services, or other Work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3. The Contractor shall establish and maintain sufficient accounting internal control, financial reporting, and administrative capacity to effectively administer the Services required by this Contract.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on July 21, 2020 and shall terminate on July 20, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional two-year option periods, for a maximum total Contract term of eight (8) years. Each such option and extension shall be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board of Supervisors, and shall be in the form of a written Amendment in accordance with Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an option term extension.
- 4.4 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E (County's Administration) of this Contract.

5.0 CONTRACT SUM

- 5.1 The rates payable by the County to the Contractor for performing all tasks, deliverables, goods, Services, and any other Work required under this Contract shall be set forth on Exhibit B (Pricing Sheet) of this Contract. Such rates shall be firm and fixed for the term of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any Work or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County's Administration) of this Contract.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

5.5 Invoices and Payments

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

Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment shall be due to the Contractor for that Work.

- 5.5.2 The Contractor's invoices shall be submitted monthly, in arrears and shall be priced in accordance with Exhibit B (Pricing Sheet) of this Contract. Each invoice submitted by Contractor shall include, but not be limited to:
- a. County's Contract Number;
 - b. Contractor's name, address and telephone number;
 - c. Department File Number (URN-Uniform Report Number);
 - d. Billing Date;
 - e. Invoice Number;
 - f. Listing of the Evidence (vehicles, parts, equipment, boats, jet skis, watercraft, scooters, motorcycles, trailers, house trailers, and any other property identified by the Department to be towed and stored by Contractor for evidentiary purposes) to include description including license plate number and/or vehicle identification number and brief description of Services (e.g. towing, storage);
 - g. Dates Services provided (from date and to date) for each vehicle, part and/or equipment;
 - h. Total amount of invoice; and
 - i. Summary listing of all Evidence held by Contractor to include the following: date of initial storage, storage location, URN #, license number, state issued, vehicle identification number, year and make of vehicle, amount owed to date, and invoice number associated to each.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) of this Contract, describing the tasks, deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 5th calendar day of the month following the month of Service.
- 5.5.5 Contractor shall submit the original invoice to the County Project Manager or designee.
- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County Project Director or designee prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will 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.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or Services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E (County’s Administration) of this Contract. The County shall notify the Contractor in writing of any change in the names or addresses shown in accordance with Sub-paragraph 8.1 (Amendment and Change Orders) of this Contract.

6.1 County Project Director

6.1.1 Responsibilities of the County Project Director include:

6.1.1.1 Ensuring that the objectives of this Contract are met; and

6.1.1.2 Providing direction to the Contractor in the areas relating To County policy, information requirements, and procedural requirements.

6.2 County Project Manager

6.2.1 The Responsibilities of the County Project Manager or designee include:

6.2.1.1 Meeting with the Contractor Project Manager on a regular basis; and

6.2.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of the Contractor.

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

6.3 Consolidation of Duties

The County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Sub-paragraph 6.1 (County Project Director) above, and the duties of the County Project Manager, which duties are enumerated in 6.2 (County Project Manager) above, into one County position, and assign all such duties to one individual who will act as County's liaison in all matter relating to this Contract. The County will notify the Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Sub-paragraph 6.3 (Consolidation of Duties).

6.4 County Personnel

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 The Contractor shall provide a Contractor Project Manager who will act as the Contractor's liaison with the County and who will be responsible for the day-to-day management of the Contract. The Contractor Project Manager is designated in Exhibit F (Contractor's Administration) of this Contract. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager or when a Contractor Project Manager designee is required.
- 7.1.2 The Contractor Project Manager will be responsible for the following:
 - 7.1.2.1 Have full authority to act for Contractor on all matters relating to the operation of the Contract.
 - 7.1.2.2 Be available to meet and confer with the County Project Director at least monthly, in person or by phone, to review project progress and discuss project coordination.
 - 7.1.2.3 Be able to read, write, speak and understand English.

7.2 Approval of Contractor's Staff

The County approves the proposed Contractor Project Manager designated in Exhibit F (Contractor's Administration) of this Contract. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Manager, the Contractor shall provide the County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work here under. The County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing Services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract.

Such background investigation 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 the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 7.4 (Background and Security Investigations), shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.5 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.5 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the

right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) of this Contract.
- 7.5.5 Contractor shall cause each employee performing Services covered by this Contract to sign and adhere to the provisions of the Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement) of this Contract.
- 7.5.6 Contractor shall cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of this Contract

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Orders

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract. County reserves the right to change any portion of the Work required under this Contract or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

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

- 8.1.2 For any change which materially affects the scope of Work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff or his designee.
- 8.1.4 Notwithstanding subparagraph 8.1.2 above, for 1) any option term extension of this Contract, and 2) modifications pursuant to subparagraph 8.2 (Assignments and Delegation/Mergers or Acquisitions) of this Contract, an Amendment to this Contract shall be executed by Contractor and the Sheriff or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected

in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.1 Within thirty (30) Business Days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Project Manager within thirty (30) Business Days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 (Compliance with Applicable Law) of this Contract, shall be

conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification) of this Contract.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program). The provisions of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program), shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the

Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program) of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 (Conflict of Interest) shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I (Safely Surrender Baby Law) of the Contract, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to the County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Facsimile Representations

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

transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.20 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 (Confidentiality) of this Contract.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to Contract Compliance Manager in accordance with Exhibit E (County's Administration) of this Contract.

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Change in Insurance

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

County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Subcontractors complies with the Required Insurance provisions herein, and shall require that each Subcontractors name the County and the

Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractors request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any the Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

The Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Unique Insurance Coverage

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

- **Garage Insurance**

(Written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

1) Garage Operations – Liability Other than Covered Autos

| | |
|----------------------------------|-------------|
| General Aggregate: | \$4,000,000 |
| Products/Completed Operations: | \$2,000,000 |
| Personal and Advertising Injury: | \$1,000,000 |
| Per Accident: | \$2,000,000 |

2) Garage Operations – Liability for Covered Autos:

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

3) Garage Keepers Liability:

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

- **Cargo Insurance**

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

8.26 Liquidated Damages

8.26.1 If, in the judgment of the County Project Director or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director, in a written notice describing the reasons for said action.

8.26.2 If the County Project Director or designee determines that there are deficiencies in the performance of this Contract that the County Project Director or designee deems are correctable by the Contractor over a certain time span, the County 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 County Project Director or designee may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit K (Performance Requirements Summary (PRS) Chart) of this Contract, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) Business Days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or

separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Sub-paragraph 8.26.2 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Sub-paragraph 8.26 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification) of this Contract.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration) of this Contract. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. The County Project Director or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the

Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

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

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

- A description of the Work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to Contract Compliance Manager in accordance with Exhibit E (County's Administration) of this Contract before any subcontractor employee may perform any Work here under.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor

to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

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

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

8.43 Termination for Default

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

- The Contractor has materially breached this Contract; or
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required either under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may

authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph 8.43 (Termination for Default).
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "sub-contractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43 (Termination for Default), or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 (Termination for Convenience) of this Contract.

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

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

- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.51.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off For Voting

The 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 (Elections Code Section 14000). Not less than 10 calendar days before every statewide election, every Contractor and subcontractors 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.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

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

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

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

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

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

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

Notwithstanding any other remedies in this Contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**

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

(CONTRACTOR)

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

STATEMENT OF WORK

**NOT ATTACHED TO SAMPLE CONTRACT;
SEE APPENDIX B, STATEMENT OF WORK, OF THE IFB**

PRICING SHEET

***NOT ATTACHED TO SAMPLE CONTRACT
SEE EXHIBIT 12 OF APPENDIX D, REQUIRED FORMS,
OF THE IFB***

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACT COMPLIANCE MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____ Contract No. _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

2.203.090. Severability.

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

Safely Surrendered



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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

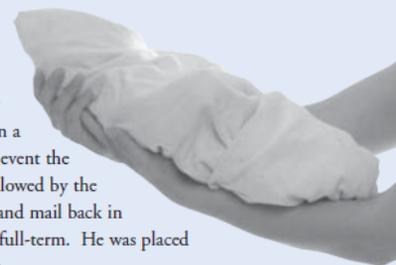
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



PERFORMANCE REQUIREMENTS SUMMARY (PRS)

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | DEDUCTIONS/FEEES TO BE ASSESSED |
|---|---|-------------------------------------|--|
| SOW: Sub-paragraph 2.10 – Specific Work Requirements | Contractor shall establish and maintain a tracking system to document Department inspections by recording the date, time, person(s) who conducted inspection, and the Evidence that was inspected. Contractor shall confirm that the person conducting inspection has authorization from County Project Manager or designee prior to granting access. | Inspection of files | \$50 per inspection of non-maintenance |
| SOW: Sub-paragraph 2.12 – Specific Work Requirements | Contractor shall immediately report security breaches of any type to County Project Manager. Notifications during normal business hours should be directed to County Project Manager. Notifications after business hours should be directed to Sheriff's Information Bureau at (213) 229-2222. | Observation and inspection of files | \$50 per non-notification; \$25 for each hour security breach. |
| SOW : Sub-paragraph 2.13.5 – Specific Work Requirements - Tow Equipment | Each Contractor tow vehicle shall be in compliance with Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code. | Observation and inspection of files | \$ 50 per non-compliance, per Section; and \$50 per day thereafter until in compliance |
| SOW : Sub-paragraph 3.2 – Storage Facility Specifications and Security Requirements | The facility shall be secured by a locking system and barbed wire (or equivalent) fencing that is maintained by Contractor. | Observation and inspection | \$ 50 per occurrence; and \$50 per day thereafter, until security in place |
| SOW: Sub-paragraph 3.3 – Storage Facility Specifications and Security Requirements | The facility shall be secured by an alarm system that is maintained by Contractor. | Observation and inspection | \$50 per occurrence and \$50 per day thereafter, until operational system in place |

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

| | | | |
|---|--|---|--|
| <p>SOW: Sub-paragraph 3.5 – Storage Facility Specifications and Security Requirements</p> | <p>Contractor’s video monitoring system shall be in operation twenty-four (24) hours a day, seven (7) days a week. Recorded video may be reviewed, and shall be provided upon request, by the Department or other County representative, at any time. Recorded video shall be held by Contractor for a minimum of sixty (60) calendar days from date of recording.</p> | <p>Observation and inspection of recordings</p> | <p>\$50 per incomplete or non-recorded 24-hour period. \$50 per each 24-hour recorded period not held for sixty (60) calendar days.</p> |
| <p>SOW: Sub-paragraph 3.7 – Storage Facility Specifications and Security Requirements</p> | <p>Department’s Evidence must be separated from all other Evidence in the storage facility by a removable wired six (6) foot high fence with a lock only accessible by authorized persons, so that Evidence shall be preserved.</p> | <p>Observation and inspection</p> | <p>\$50 per occurrence, and \$50 per day thereafter, until removable fence is in place</p> |
| <p>SOW: Sub-paragraph 3.8 – Storage Facility Specifications and Security Requirements</p> | <p>Contractor shall ensure that all Evidence not stored in a roofed, enclosed, and lighted area, shall be fully covered with a protective ultra violet radiation proof cover, capable of blocking out dust contamination.</p> | <p>Observation and inspection of vehicle</p> | <p>\$50 per vehicle, per day</p> |
| <p>SOW : Sub-paragraph 4.2 – Evidence Release Requirements</p> | <p>Contractor shall only release the Evidence to person(s) listed on the release authorization form which has been properly executed by an authorized Department representative. 4.2.1 Contractor shall verify the identity of the person to whom the Evidence is released by requiring a valid state-issued driver’s license or photo identification card.</p> | <p>Inspection of files</p> | <p>\$50 per occurrence</p> |

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

| | | | |
|--|---|--|------------------------------|
| <p>SOW : Sub-paragraph 5.1 – Reports</p> | <p>At the direction of the Department, the Contractor shall provide a monthly report to the Department with a listing of all stored Evidence. The following minimum information shall be provided for all Evidence items that were that was in storage for any period of time during the month of the report, including, but not limited to:</p> <ul style="list-style-type: none"> a. Department file number (URN-Uniform Report Number); b. Date and time placed in storage; c. Date and time released from storage by Department d. Vehicle, part, and/or equipment license plate number or vehicle identification number. | <p>Observation and inspection of files</p> | <p>\$50 per day of delay</p> |
|--|---|--|------------------------------|

APPENDIX B

STATEMENT OF WORK

VEHICLE TOWING AND LONG-TERM STORAGE SERVICES

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SOW ATTACHMENTS

ATTACHMENT 1 – CALIFORNIA HIGHWAY PATROL VEHICLE REPORT
ATTACHMENT 2 - RELEASE OF PROPERTY / EVIDENCE FORM

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department's (Department) Central Property and Evidence Unit (CPE) requires Vehicle Towing and Long-Term Storage Services (Services) for motor vehicles of various types, the parts of vehicles, and/or various types of equipment and/or other similar items, ordered by the Department to be towed and stored for evidentiary purposes (Evidence). Most items stored for Evidence are motor vehicles. Other types of vehicles and equipment which may be stored as Evidence include, but are not limited to:

- Light – scooters, motorcycles, jet skis;
- Medium – any vehicle, boat, or trailer under 20 feet in length; and
- Heavy – any vehicle, boat, or house trailer over 20 feet in length.

All requests for towing of Evidence to be held for long-term storage shall be made by the Department's CPE. Long-term storage is defined as storage by Contractor for a minimum of twenty-four (24) hours before Evidence is released by the Department.

2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 Contractor shall provide Services for Evidence upon Department's request. Contractor shall pick up Evidence, both within or outside of Los Angeles County. Department's CPE will notify Contractor with a request for Service by email notification at Contractor's office between the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding County holidays. Contractor shall complete each request for Service within twenty-four (24) hours of email notification by Department's CPE.
- 2.2 Contractor shall tow the Evidence directly to Contractor's secure storage facility, as specified in Paragraph 3.0 (Storage Facility Specifications and Security Requirements) of this Exhibit A (Statement of Work), for long-term storage.
- 2.3 Upon the request of Department, Contractor shall tow Evidence that is stored in Contractor's facility to another designated site or location for further inspection/investigation. Upon completion of the inspection/investigation, Contractor shall then be required to pick-up the Evidence from the designated site or location, and return it to Contractor's facility for continued storage.
- 2.4 Contractor shall provide the personnel, equipment, facility and security to ensure that only the County Project Manager or designee is given access to Evidence placed in Contractor's facility.
- 2.5 Contractor shall safeguard all Evidence against damage, destruction, theft, or any other loss, and shall be responsible to County and legal owner for the contents of Evidence placed in its custody.

- 2.6 Certain Evidence requires special handling, pending investigation (i.e. fingerprinting, photographing, searches, etc.) by the Department. Contractor shall properly store Evidence requiring special handling, and additionally safeguard said Evidence from unnecessary handling.
- 2.7 Contractor shall maintain Evidence processing records at Contractor's facility, which shall include, but is not limited to, the following:
- a. California Highway Patrol Vehicle Report (CHP 180) (form will be provided to Contractor by Department or originating agency). A sample CHP 180 form is attached hereto as Attachment 1, (California Highway Patrol Vehicle Report) (CHP180);
 - b. Date and time of email notification for towing services;
 - c. Location of vehicle from which Evidence is to be towed;
 - d. Date and time of arrival at Contractor's facility for storage services;
 - e. Photo of Evidence upon arrival at Contractor's facility, as provided by CPE;
 - f. Storage location of Evidence (indicate specific facility if more than one facility is used by Contractor; indicate specific area (e.g. stall, space) in facility);
 - g. Name of handling investigator as provided by CPE;
 - h. Date of release – attach a copy of the Release Order or Disposal Order Form. A sample form is attached hereto as Attachment 2 (Release of Property/Evidence Form) of this SOW;
 - i. Person or agency to whom Evidence was released; and
 - j. Information required by law including California Vehicle Code Section 10650 (Record of Storage).
- 2.8 Contractor shall maintain an electronic log of emails for Services received from the Department's CPE.
- 2.9 Contractor shall be responsible for preparing Evidence for inspection by the Department, upon request by the County Project Manager or designee. Such preparation includes, but shall not be limited to: Evidence cleaning (when authorized by County Project Manager or designee), inflating tires, moving Evidence for accessibility (includes, but not limited to forklift, jacks and lifts).
- 2.10 Contractor shall establish and maintain a tracking system to document Department inspections by recording the date, time, person(s) who conducted inspection, and the Evidence that was inspected. Contractor shall confirm that the person conducting inspection has authorization from County Project Manager or designee prior to granting access.
- 2.11 Contractor shall provide, and have available for Department use, basic hand tools necessary for Department authorized inspection of Evidence. Examples of such tools include, but are not limited to: slot head screwdriver, phillips head screwdriver, pry bar, hammer, and various sizes of wrenches (metric and SAE).

2.12 Contractor shall immediately report security breaches of any type to County Project Manager. Notifications during normal business hours should be directed to County Project Manager. Notifications after business hours should be directed to Sheriff's Information Bureau at (213) 229-2222.

2.13 Tow Equipment

2.13.1 Contractor shall equip all tow vehicles with two-way communication with Contractor dispatcher.

2.13.2 Contractor shall provide flatbed trucks to transport light and medium vehicles and vehicle parts, i.e., engine, transmission, etc., if necessary.

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

2.13.4 All Contractor tow vehicles, including flatbed trucks, and those for transporting heavy vehicles and equipment, shall have a minimum of one (1) ton rating.

2.13.5 Each Contractor tow vehicle shall be in compliance with Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

3.0 STORAGE FACILITY SPECIFICATIONS AND SECURITY REQUIREMENTS

The following applies to the facilities, or any area of the facility, used by Contractor to provide Services under the Contract.

3.1 Contractor's Evidence storage facility shall have the capacity to store up to three hundred fifty (350) vehicles, parts for vehicles, and/or equipment ordered by the Department to be towed and stored as Evidence.

3.2 The facility shall be secured by a locking system and barbed wire (or equivalent) fencing that is maintained by Contractor.

3.3 The facility shall be secured by an alarm system that is maintained by Contractor.

3.4 The facility shall be secured by a video monitoring system.

3.5 Contractor's video monitoring system shall be in operation twenty-four (24) hours a day, seven (7) days a week. Recorded video may be reviewed, and shall be provided upon request, by the Department or other County representative, at any time. Recorded video shall be held by Contractor for a minimum of sixty (60) calendar days from date of recording.

- 3.6 Contractor's primary facility for Evidence must be a roofed, enclosed, and well-lighted area, unless otherwise approved by County Project Manager or designee. Contractor shall stored Evidence in this area as directed by the County Project Manager or designee.
- 3.7 Department's vehicles must be separated from all other vehicles in the storage facility by a removable wired six (6) foot high fence with a lock only accessible by authorized persons, so that Evidence shall be preserved.
- 3.8 Contractor shall ensure that all Evidence not stored in a roofed, enclosed, and lighted area, shall be fully covered with a protective ultra violet radiation proof cover, capable of blocking out dust contamination.
- 3.9 County Project Manager will identify any Evidence which Contractor may store outside of the primary enclosed facility.

4.0 EVIDENCE RELEASE REQUIREMENTS

- 4.1 Contractor shall store Evidence for a minimum of twenty-four (24) hours. At any time after the first twenty-four (24) hours of storage, the Department may authorize the release of any and all Evidence during normal business hours, pursuant to an executed release authorization form. See Attachment 2 (Release of Property/Evidence Form) of this SOW.
 - 4.1.1 Department's CPE will email Contractor the executed Attachment 2 (Release of Property/Evidence Form) of this SOW, to prepare Evidence for release.
- 4.2 Contractor shall only release the Evidence to person(s) listed on the release authorization form which has been properly executed by an Department's CPE.
 - 4.2.1 Contractor shall verify the identity of the person to whom the Evidence is released by requiring a valid state-issued driver's license or photo identification card.
- 4.3 The Department shall only be responsible for storage charges incurred up to and through the date on the release authorization form. All storage charges incurred after the date on the release authorization form shall be the sole responsibility of the person(s) authorized to claim the Evidence.
- 4.4 If the Evidence is not claimed, Contractor shall process the Evidence for Statutory Disposal as prescribed by law pursuant to Section 22851 of the California Vehicle Code and Section 3072 of the California Civil Code.

5.0 REPORTS

- 5.1 At the direction of the Department, the Contractor shall provide a monthly report to the Department with a listing of all stored Evidence. The following minimum information shall be provided for all Evidence items that were held in storage for any period of time during the month of the report, including, but not limited to:
- a. Department file number (URN-Uniform Report Number);
 - b. Date and time placed in storage;
 - c. Date and time released from storage by Department;
 - d. Vehicle, part, and/or equipment license plate number or vehicle identification number.
- 5.2 The final form and format of the report shall be approved by the County Project Manager.

6.0 CONTRACTOR'S OFFICE

- 6.1 Contractor's office shall be at a location within a twenty (20) mile radius of the Department's Sherman Block Building located at 4700 Ramona Boulevard, Monterey Park, California 91754.
- 6.2 Contractor's office shall be equipped with a telephone in the company's name where Contractor conducts business.
- 6.3 Contractor shall provide County with an email address where Contractor conducts business.
- 6.4 Contractor shall staff the business office during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding County holidays, with at least one (1) Contractor employee.
- 6.5 Contractor's employee shall be able to respond to requests for Services, inquiries, and/or complaints that may be received regarding Contractor's performance of the Contract Services.
- 6.6 Contractor's employee shall be able to speak, read, and write in the English language.

7.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

- 7.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 7.2 Contractor's employees shall undergo and pass a background check as set forth in Sub-paragraph 7.4 (Background and Security Investigations) of the Contract.

8.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements, including policies and procedures for all Contractor personnel. The Quality Control Plan shall be submitted to the County Project Manager or designee for review and approval ten (10) Business Days after the effective date of the Contract. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated plan for approval to the County Project Manager or designee within ten (10) Business Days of notification.

The Quality Control Plan shall include, but is not limited to the following:

- 8.1 Method and frequency of monitoring to ensure that all of the Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 8.2 Specific activities to be monitored either on a scheduled or unscheduled basis.
- 8.3 Samples of forms to be used in monitoring.
- 8.4 Job title and level of Contractor personnel performing monitoring functions.

9.0 QUALITY ASSURANCE PLAN

9.1 The Department will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Sub-paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

9.2 Contract Discrepancy Report (Exhibit J of Contract)

9.2.1 The Contractor shall verbally notify the County Project Manager of a Contract discrepancy as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.

9.2.2 The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within ten (10) Business Days acknowledging the reported discrepancies or presenting contrary Evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) Business Days.

10.0 GREEN INITIATIVES

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

ATTACHMENT 1

CALIFORNIA HIGHWAY PATROL VEHICLE REPORT

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

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

| | | | | | | | | | | | | | |
|--|------|---------------|--|---|--|--|-----|----|---|-----|---|----------------|-----------|
| REPORTING DEPARTMENT | | LOCATION CODE | DATE / TIME OF REPORT | NOTICE OF STORED VEHICLE DELIVERED PERSONALLY <input type="checkbox"/> | FILE NO. | | | | | | | | |
| LOCATION TOWED / STOLEN FROM | | | ODOMETER READING | VIN CLEAR IN SVS? <input type="checkbox"/> YES <input type="checkbox"/> NO LIC. CLEAR IN SVS? <input type="checkbox"/> YES <input type="checkbox"/> NO | DATE / TIME DISPATCH NOTIFIED LOG NO. | | | | | | | | |
| YEAR | MAKE | MODEL | BODY TYPE | COLOR | LICENSE NO. <input type="checkbox"/> ONE <input type="checkbox"/> TWO MONTH / YEAR STATE CA | | | | | | | | |
| VEHICLE IDENTIFICATION NO. | | | ENGINE NO. | VALUATION BY <input type="checkbox"/> OFFICER <input type="checkbox"/> OWNER <input type="checkbox"/> 0-300 <input type="checkbox"/> 301-2500 <input type="checkbox"/> 2501+ <input type="checkbox"/> \$ | | | | | | | | | |
| REGISTERED OWNER | | | LEGAL OWNER | | | | | | | | | | |
| <input type="checkbox"/> SAME AS R/O | | | | | | | | | | | | | |
| <input type="checkbox"/> STORED | | | <input type="checkbox"/> IMPOUNDED | | <input type="checkbox"/> RELEASED | | | | | | | | |
| | | | | | <input type="checkbox"/> RECOVERED - VEHICLE / COMPONENT | | | | | | | | |
| TOWING / STORAGE CONCERN (NAME, ADDRESS, PHONE) | | | | STORAGE AUTHORITY / REASON | | | | | | | | | |
| TOWED TO / STORED AT | | | AIRBAG? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> 1 <input type="checkbox"/> 2 | DRIVEABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> JUNK <input type="checkbox"/> UNK | VIN SWITCHED? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | |
| CONDITION | YES | NO | ITEMS | YES | NO | ITEMS | YES | NO | ITEMS | YES | NO | TIRES / WHEELS | CONDITION |
| WRECKED | | | SEAT (FRONT) | | | REGISTRATION | | | CAMPER | | | LEFT FRONT | |
| BURNED HULK per 431 (c) VC | | | SEAT (REAR) | | | ALT. / GENERATOR | | | VESSEL AS LOAD | | | RIGHT FRONT | |
| VANDALIZED | | | RADI | | | BATTERY | | | FIREARMS | | | LEFT REAR | |
| ENG. / TRANS. STRIP | | | TAPE DECK | | | DIFFERENTIAL | | | OTHER | | | RIGHT REAR | |
| MISC. PARTS STRIP | | | TAPES | | | TRANSMISSION | | | | | | SPARE | |
| BODY METAL STRIP | | | OTHER RADIO | | | AUTOMATIC | | | | | | HUB CAPS | |
| SURGICAL STRIP per 431(b) VC | | | IGNITION KEY | | | MANUAL | | | | | | SPECIAL WHEELS | |
| RELEASE VEHICLE TO: <input type="checkbox"/> R/O OR AGENT <input type="checkbox"/> AGENCY HOLD <input type="checkbox"/> 22850.3 VC | | | GARAGE PRINCIPAL / AGENT STORING VEHICLE (SIGNATURE) | | | DATE / TIME | | | | | | | |
| NAME OF PERSON / AGENCY AUTHORIZING RELEASE | | | I.D. NO. | DATE | | CERTIFICATION: I, THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE ABOVE DESCRIBED VEHICLE. | | | | | | | |
| SIGNATURE OF PERSON AUTHORIZING RELEASE | | | SIGNATURE OF PERSON TAKING POSSESSION | | | | | | | | | | |
| <input type="checkbox"/> STOLEN VEHICLE / COMPONENT | | | <input type="checkbox"/> EMBEZLED VEHICLE | | | <input type="checkbox"/> PLATE(S) REPORT | | | | | | | |
| DATE / TIME OF OCCURRENCE | | | DATE / TIME REPORTED | | | NAME OF REPORTING PARTY (R/P) | | | DRIVER LICENSE NO. / STATE | | | | |
| LAST DRIVER OF VEHICLE | | | DATE / TIME | | | ADDRESS OF R/P | | | TELEPHONE OF R/P () | | | | |
| I CERTIFY OR DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT | | | | | | SIGNATURE OF PERSON MAKING REPORT | | | | | | | |
| REMARKS [LIST PROPERTY, TOOLS, VEHICLE DAMAGE, ARRESTS] | | | | | | | | | | | | | |
| DRIVER'S NAME | | | ARRESTED / SECTION? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | REPORTED BY | | | CARGO / TYPE? <input type="checkbox"/> YES <input type="checkbox"/> NO | | VALUE \$ <input type="checkbox"/> BILL OF LADING ATTACHED | | |
| FRONT | | | LEFT SIDE | | | RIGHT SIDE | | | REAR | | TOP | | |
| SIGNATURE OF OFFICER TAKING REPORT | | | I.D. NO. | | | SUPERVISOR | | | REQUIRED NOTICES SENT TO REGISTERED AND LEGAL OWNERS PER 22852 VC? <input type="checkbox"/> YES <input type="checkbox"/> NO | | DATE NOTIFIED | | |

OSP 98 8188

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
RELEASE OF PROPERTY/EVIDENCE FORM**

(ATTACHMENT 2)

The Los Angeles County Sheriff's Department has released its interest in the listed Evidence effective _____.

URN: _____

DESCRIPTION: _____
MAKE: _____ LICENSE NO: _____ VIN/SERIAL NO: _____

RELEASE AUTHORIZATION TO: _____
Name

CPE AUTHORIZATION: _____
Print Name Employee No.

The above listed Evidence may be claimed at Contractor's following location:

[Name of Business, Address, City, State, Telephone Number]

Be advised that any fees incurred at the tow yard after this date are the responsibility of the claimant of said Evidence. Please contact the tow yard at your earliest convenience to make the necessary arrangements to retrieve said Evidence.

Released to: _____
Print Name Signature

Released by: _____
Print Name Signature

Date: _____

____ Statutory Disposal by Contractor
(Pursuant to Section 22851 of the California Vehicle Code and Section 3072 of the California Civil Code)

Disposed by: _____
Print Name Signature

Date: _____

APPENDIX C

INTENTIONALLY OMITTED

APPENDIX D

REQUIRED FORMS

FOR

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

**APPENDIX D
REQUIRED FORMS
TABLE OF CONTENTS**

EXHIBITS

BUSINESS FORMS

- 1 BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION
- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 CERTIFICATION OF NO CONFLICT OF INTEREST
- 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 7 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION
- 8 BIDDER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 11 REQUIRED LICENSES, CERTIFICATIONS, AND PERMITS

PRICING FORMS

- 12 PRICING SHEET
- 13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS

ADDITIONAL BUSINESS FORM

- 14 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 15 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- 16 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

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

1. Is your firm a corporation or limited liability company (LLC)? **Yes** **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

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

3. Is your firm doing business under one or more DBA's? **Yes** **No**

If yes, complete:

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

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? **Yes** **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? **Yes** **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes **No** If yes, provide information:

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

Check the appropriate boxes:

Yes **No** Bidder must have five (5) continuous years of experience, within the last ten (10) years, providing Vehicle Towing and Long-Term Storage Services (Services) equivalent to the Services identified in Appendix B (Statement of Work) of this IFB. At least two (2) of the five (5) continuous years of experience must have been the provision of Services to a law enforcement agency.

REQUIRED FORMS - EXHIBIT 1
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE
INFORMATION

Vendor shall provide references that verify this minimum mandatory requirement and include complete start dates, complete end dates, name of public entity, government agency, or law enforcement agency, and Services provided.

Yes **No** Bidder must have an office and storage facility for Services provided under the Contract located within a twenty (20) mile radius of the Department's Sherman Block Building, 4700 Ramona Boulevard, Monterey Park, California 91754.

Yes **No** Bidder's storage facility for Services shall meet the following requirements:

- have the capacity to store up to 350 vehicles, additional parts and/or equipment; and
- have a locking system and barbed wire (or equivalent) fencing that is maintained by the Bidder; and
- have an alarm/monitoring system that is maintained by the Bidder; and
- have a video monitoring system that records twenty-four (24) hours a day, seven (7) days a weeks; and
- be roofed, enclosed, and lighted.

A site visit of Bidder's storage facility will be conducted to verify Bidder meets this minimum mandatory requirement.

Yes **No** Bidder must have all required licenses, certifications and permits listed in Appendix D (Required Forms), Exhibit 11 (Required Licenses, Certifications, and Permits) of the IFB.

Yes **No** Bidder does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

REQUIRED FORMS - EXHIBIT 1 BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

I. **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 (Specify) _____ | | | | | | |
|--|--|--------|----------|--------|-------|--------|
| Total Number of Employees (including owners): | | | | | | |
| Race/Ethnic Composition of Firm. 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 | | | | | | |

II. **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 | % | % | % | % | % | % |

III. **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 | Disadvantaged | Disabled Veteran | Other |
|-------------|----------|-------|---------------|------------------|-------|
| | | | | | |
| | | | | | |

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

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

| | | | |
|---|--|--|--|
| BIDDER NAME: | | COUNTY WEBVEN NUMBER: | |
| ADDRESS: | | | |
| PHONE NUMBER: | | E-MAIL: | |
| INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: | | CALIFORNIA BUSINESS LICENSE NUMBER: | |
| BIDDER OFFICIAL NAME AND TITLE (PRINT): | | | |
| SIGNATURE | | DATE | |

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

Bidder must provide three (3) references from three different companies, at least one of which must verify the Bidders qualifications as stated in Sub-paragraph 1.4.1 of the IFB. Experience must be the same or similar scope of Services, as required in Appendix B (Statement of Work) of the IFB. Vendor shall provide references that verify this minimum mandatory requirement and include complete start dates, complete end dates, name of public entity, government agency, or law enforcement agency, and Services provided.

| | | | | |
|------------------------|-------------------------------|-----------------------|------------------------------|---------------------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address () |
| 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, including County contracts for the last three (3) years. A photocopy of this form should be used if additional pages are necessary.

| | | | | |
|------------------------|-------------------------------|-----------------------|------------------------------|-----------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| 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 or expired within the past three (3) years with a reason for termination.

| | | | | |
|------------------------|------------------------|-------------------------|------------------------------|-----------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | | Reason for Termination: | | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | | Reason for Termination: | | |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| Name or Contract No. | | Reason for Termination: | | |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | E-mail Address |
| 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 County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

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

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

Bidder Name

Bidder Official Title

Official's Signature

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

The Bidder certifies that:

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

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 7

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.

| | | | |
|-----------------------------|--------------------|--------------------|-------------|
| Name of Firm: | County Webven No.: | | |
| Print Name: | Title: | | |
| Signature: | Date: | | |
| | | | |
| Reviewer's Signature | Approved | Disapproved | 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)

**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.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

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 provide DPSS with all job openings and job requirements 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's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

| | | |
|---|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For: Vehicle Towing and Long-Term Storage Services: IFB 663-SH | | |

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

REQUIRED FORMS – EXHIBIT 11

REQUIRED LICENSES, CERTIFICATIONS, AND PERMITS

Bidder and Bidder’s employees (as applicable) must possess, comply, and keep current all licenses, certifications, and permits in satisfaction of the minimum mandatory requirement of Sub-paragraph 1.4.5 of this IFB. Bidder shall complete Exhibit 11 (Required Licenses, Certifications, and Permits) of Appendix D (Required Forms) of this IFB, and attach a copy of all required licenses, certifications and permits.

Business Requirements:

- Yes** **No** City of Los Angeles Permit (required if operating in City of Los Angeles) LAMC 21.190
- Yes** **No** County of Los Angeles Permit LACC 7.28.020
- Yes** **No** City of Los Angeles Parking Occupancy Registration Certificate (if located in City of Los Angeles)
- Yes** **No** Police Commissioners Permit (required if operating in City of Los Angeles) LAMC 103.204.1
- Yes** **No** California Motor Carrier Permit 34601(c)(1) CVC, 34601 (d) CVC
- Yes** **No** DMV Employer Pull Notice 808.1 CVC
- Yes** **No** Controlled Substance and Alcohol Testing Certificate (Federal Law CFR49 Part 40) 34520 CVC
- Yes** **No** California State Carrier Inspection (BIF CHP 343 D Form) 34507.5 CVC
- Yes** **No** Appropriate business license(s) required by Contractor City and County of applicable jurisdiction

Please list:

REQUIRED FORMS – EXHIBIT 11

REQUIRED LICENSES, CERTIFICATIONS, AND PERMITS

Driver Requirements:

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

Truck Requirements:

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

**REQUIRED FORMS - EXHIBIT 12
PRICING SHEET
INITIAL TERM (YEARS 1-4)**

1.0 TOWING AND STORAGE RATES

Rates and charges for Towing and Long-Term Storage Services under this Contract shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing.

2.0 TOWING RATES

Flat rates for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall remain firm and fixed for the Term of the Contract, and shall include any and all pick-up and hook-up charges.

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

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

B. Pick-up within Los Angeles County – towing charge per vehicle, part, and/or equipment.

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

**REQUIRED FORMS - EXHIBIT 12
PRICING SHEET
INITIAL TERM (YEARS 1-4)**

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

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

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

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

3.0 DAILY FIXED STORAGE RATES

Flat daily rate for storage shall be firm and fixed for the Term of the Contract. Vehicle must be at the storage facility for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

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

**REQUIRED FORMS - EXHIBIT 12
PRICING SHEET
FIRST OPTION PERIOD (YEARS 5-6)**

1.0 TOWING AND STORAGE RATES

Rates and charges for Towing and Long-Term Storage Services under this Contract shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing.

2.0 TOWING RATES

Flat rates for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall remain firm and fixed for the Term of the Contract, and shall include any and all pick-up and hook-up charges.

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

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

B. Pick-up within Los Angeles County – towing charge per vehicle, part, and/or equipment.

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

**REQUIRED FORMS - EXHIBIT 12
PRICING SHEET
FIRST OPTION PERIOD (YEARS 5-6)**

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

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

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

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

3.0 DAILY FIXED STORAGE RATES

Flat daily rate for storage shall be firm and fixed for the Term of the Contract. Vehicle must be at the storage facility for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

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

**REQUIRED FORMS - EXHIBIT 12
PRICING SHEET
SECOND OPTION PERIOD (YEARS 7-8)**

1.0 TOWING AND STORAGE RATES

Rates and charges for Towing and Long-Term Storage Services under this Contract shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing.

2.0 TOWING RATES

Flat rates for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall remain firm and fixed for the Term of the Contract, and shall include any and all pick-up and hook-up charges.

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

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

B. Pick-up within Los Angeles County – towing charge per vehicle, part, and/or equipment.

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

**REQUIRED FORMS - EXHIBIT 12
PRICING SHEET
SECOND OPTION PERIOD (YEARS 7-8)**

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

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

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

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

3.0 DAILY FIXED STORAGE RATES

Flat daily rate for storage shall be firm and fixed for the Term of the Contract. Vehicle must be at the storage facility for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

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

REQUIRED FORMS - EXHIBIT 13

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

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

NAME

PHONE NUMBER

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS EXHIBIT 14

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 For: Vehicle Towing and Long-Term Storage Services: IFB 663-SH | | |

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: |

REQUIRED FORMS - EXHIBIT 15

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

| | | |
|--|----------------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation For: Vehicle Towing and Long-Term Storage Services IFB 663-SH | | |

BIDDER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

REQUIRED FORMS - EXHIBIT 16

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

| | | |
|--|----------------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation For: Vehicle Towing and Long-Term Storage Services IFB 663-SH | | |

BIDDER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder and staff performing work under the Contract will be in compliance. Bidder further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any Bid, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

| | |
|---|--------------------------|
| Bidder Name: | Date of Request: |
| Solicitation Title: Vehicle Towing and Long-Term Storage Services | Solicitation No.: 663-SH |

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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,

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County is available at the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

**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 whose wages 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 2018 are less than \$54,884 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2019.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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

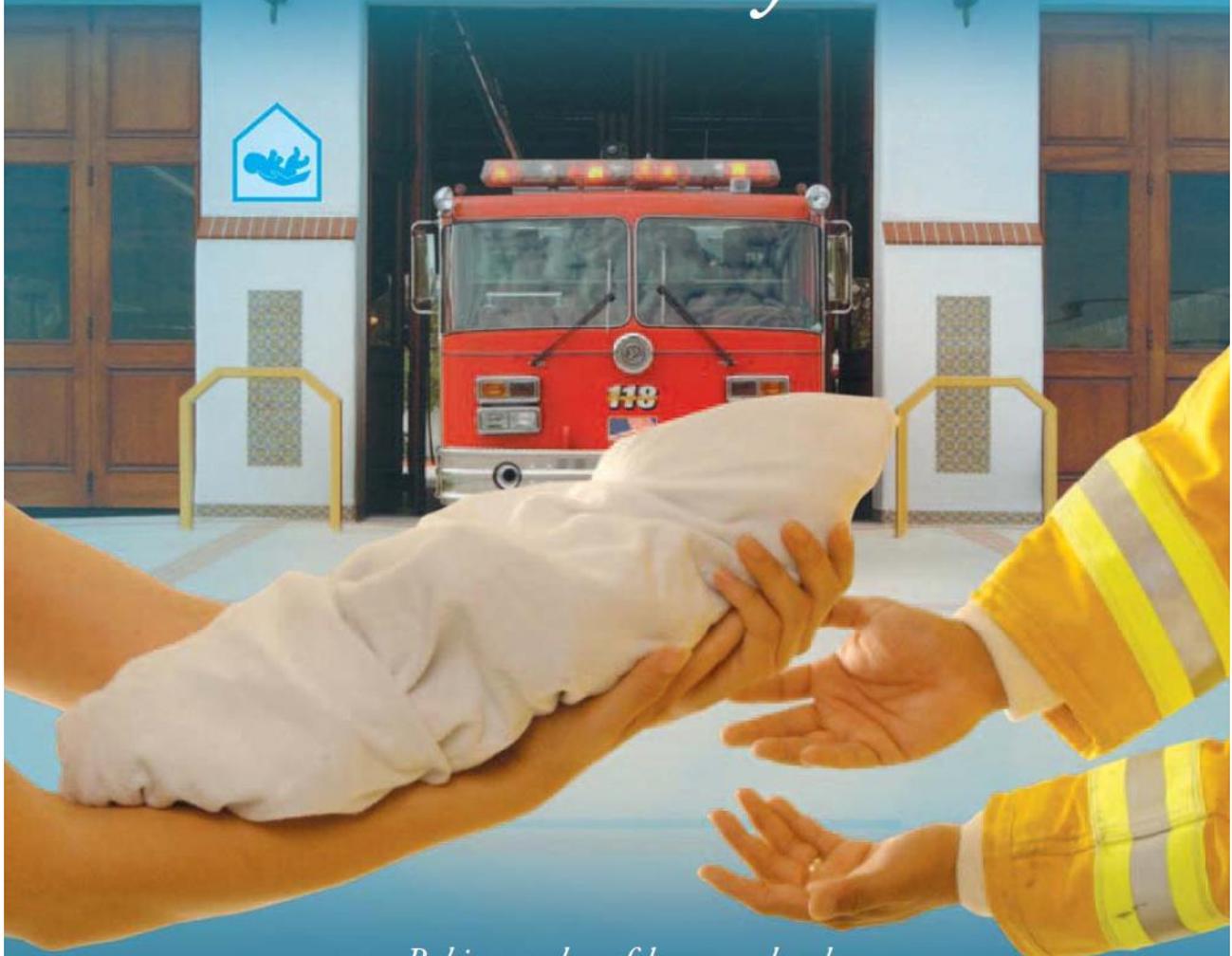
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2018)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

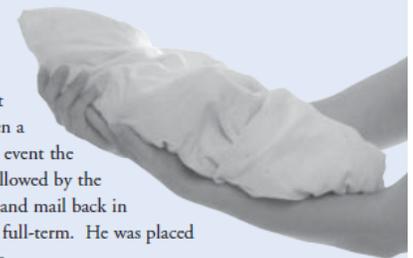
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



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2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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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;

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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.)

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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.)