REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A
SOLICITATION REQUIREMENTS REVIEW

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

<table>
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<tr>
<th>Proposer Name:</th>
<th>Date of Request:</th>
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<td>Solicitation Title:</td>
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A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)

- [ ] Application of Minimum Mandatory Requirements
- [ ] Application of Evaluation Criteria
- [ ] Application of Solution Requirements
- [ ] Due to unclear instructions, the process may result in the County not receiving the best possible responses

For each area contested, Proposer 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 WILL:

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; and 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.
COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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.
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 are be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or Subcontracts.

B. “Employee” means any California resident who is a full-time employee of a Contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter will apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter will 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, will 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 must have and adhere to a written policy that provides that its employees must 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 may 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 will 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 must 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 must 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 will be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter will 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 will 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 may be obtained by going to the following website.

https://doingbusiness.laCounty.gov/listing-of-Contractors-debarred-in-los-angeles-County/
Latest version is available from IRS website at
2.202.010  Findings and declaration.


2.202.050  Pre-emption.


2.202.010  Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy is to conduct business only with responsible Contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of Contractor non-responsibility and Contractor debarment will be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.


For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A Contractor includes a Contractor, Subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the Contractor, Subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.

C. "Debarment" means an action taken by the County which results in a Contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A Contractor who has been determined by the County to be subject to such a prohibition is "debarred."
D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the authorized designee of same.

E. "County" means the County of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over Contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the County which results in a Contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A Contractor who has been determined by the County to be subject to such a prohibition is "non-responsive" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a Contractor seeking an award of a contract.


A. Prior to a contract being awarded by the County, the County may determine that a Contractor submitting a bid or proposal is non-responsive for purposes of that contract. In the event that the County determines that a Contractor is non-responsive for a particular contract, said Contractor will be prohibited from being awarded and/or performing work on that contract.

B. The County may declare a Contractor to be non-responsive for purposes of a particular contract if the County, in its sole discretion, finds 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 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.

C. The decision by the County to find a Contractor non-responsive for a particular contract is within the sole discretion of the County. The seriousness and extent of the Contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection
2.202.040 (E) below, may be considered by the County in determining whether a Contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head will give written notice to Contractor of the basis for the proposed non-responsibility determination and will advise the Contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head will conduct a hearing where evidence on the proposed non-responsibility determination is presented. The Contractor and/or its attorney or other authorized representative of the Contractor will be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation will be presented to the Board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors has the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding will become final upon approval by the board of supervisors.


A. The County may debar a Contractor who has had a contract with the County in the preceding three years and/or a Contractor who has submitted a bid or proposal for a new contract with the County.

B. The County may debar a Contractor if the County finds, in its sole discretion, that the Contractor has done any of the following: (1) violated a material 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 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.

C. The decision by the County to debar a Contractor is within the sole discretion of the County. The seriousness and extent of the Contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a Contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if
circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County will further find that the Contractor's acts or omissions are of such an extremely serious nature that removal of the Contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a Contractor and the period of debarment include but are not limited to:

1. The actual or potential harm or impact that results or may result from the wrongdoing.
2. The frequency and/or number of incidents and/or duration of the wrongdoing.
3. Whether there is a pattern or prior history of wrongdoing.
4. A Contractor's overall performance record. For example, the County may evaluate the Contractor's activity cited as the basis for the debarment in the broader context of the Contractor's overall performance history.
5. Whether a Contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
6. Whether a Contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a Contractor planned, initiated, or carried out the wrongdoing.
7. Whether a Contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
8. Whether and to what extent a Contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the Contractor made or agreed to make restitution.
9. Whether a Contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the Contractor disclosed all pertinent information known to the Contractor.
APPENDIX J

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

(10) Whether the wrongdoing was pervasive within a Contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a Contractor participated in, knew of, or tolerated the offense.

(13) Whether a Contractor brought the activity cited as a basis for the debarment to the attention of the County in a timely manner.

(14) Whether a Contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

(15) Whether a Contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a Contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.


F. Before making a debarment determination pursuant to this chapter, the department head will give written notice to the Contractor of the basis for the proposed debarment, and advise Contractor that a debarment hearing will be scheduled on a date certain. The Contractor hearing board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or its attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor hearing board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation must be presented to the board of supervisors. The board of supervisors may, in its sole discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor hearing board. A debarment finding becomes final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the Contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the County will maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
H. With respect to a Contractor who has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a Contractor’s request to review a debarment determination based upon the following circumstances: (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. A request for review must be in writing, supported by documentary evidence, and submitted to the chair of the Contractor hearing board. The chair of the Contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the Contractor’s request for review; or (2) schedule the matter for consideration by the Contractor hearing board which will hold a hearing to consider the Contractor’s request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor hearing board. A reduction of the period of the debarment or termination of the debarment will become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws will control.

(Ord. 2000-0011 § 1 (part), 2000.)


If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances will not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)
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 are applicable to this chapter:

A. “Contractor” means 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” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” means 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” means the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” means 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” means the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” means the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.
This chapter applies to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter also applies 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 must 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 is responsible for the administration of this chapter. The Treasurer-Tax Collector will, 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 must 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 and 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 does not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under $100,000 that are not the result of a competitive bidding process.
APPENDIX K
Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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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;

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision; or

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

2.206.070 Enforcement and remedies.

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

B. No Contractor must 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 will remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)