



COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

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

IFB No. 609-JPA

**Prepared by
County of Los Angeles**

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the 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

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

The HVAC Equipment Maintenance and Repair Services shall include all Original Equipment Manufacturer (OEM) parts, materials and labor, general maintenance and inspection services, preventative maintenance and inspection services, and emergency/unscheduled repair services for the equipment listed in Exhibit 3 (Equipment List) of Appendix C (SOW Exhibits).

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

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

1.2 Overview of Solicitation Document

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

- **GENERAL INFORMATION:** Specifies the Bidder’s Mandatory Minimum 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:** Explains in detail the statement of work to be performed in the Contract.
 - **C- SOW ATTACHMENTS:** Attachments that accompany the Statement of Work.
 - **D- REQUIRED FORMS:** Forms contained in this section must be completed and included in the Bid.
 - **E- TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.
 - **F- COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **G- JURY SERVICE ORDINANCE:** County Program.
 - **H- LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - **I- IRS NOTICE 1015:** Provides information on Federal Earned Income credit.
 - **J - SAFELY SURRENDERED BABY LAW:** County program.
 - **K- DEFAULTED PROPERTY TAX PROGRAM:** County program

1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Sample Contract), Paragraph 2 - Definitions.

1.4 Bidder's Mandatory Minimum Requirements

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

- 1.4.1 Bidder must have five (5) years of experience, within the last five (5) years, providing heating, ventilation, and air conditioning maintenance and repair services as identified in Appendix B

(Statement of Work). The services must be for equipment that is equivalent or similar to the equipment listed in Appendix C (Statement of Work Exhibits), Attachment 3 (Equipment List).

1.4.2 Bidder must have had at least one (1) contract worth over \$300,000, within the last five (5) years.

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

1.5 JPA Rights and Responsibilities

The JPA has the right to amend the IFB by written addendum. The JPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addenda shall be made available to each person or organization which JPA records indicate has received this IFB. Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the JPA. The JPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term

The Contract term shall be for a period of three (3) years, with the JPA having option to extend the Contract for four (4) additional one-year periods (Option Term) for a maximum total Contract Term of seven (7) years. The Contract shall commence on December 15, 2017, following and subject to its award by the JPA.

1.7 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract including any optional extensions. The rates shall be stated on Exhibit 12 (Pricing Sheet), of Appendix D (Required Forms).

1.8 Days and Hours of Operation

The Contractor shall be required to provide HVAC equipment maintenance and repair services seven (7) days per week, 24 hours per day, including holidays; and provide non-emergency repairs, and routine monthly, quarterly, and annual inspections, Monday through Friday during normal business hours of 7:00 a.m. through 3:30 p.m. excluding holidays. The JPA's Facility Manager will provide a list of the County's holidays to the Contractor at the onset of the contracted services, and annually at the beginning of the calendar year. Contractor must follow the written schedule submitted to the JPA Facility Manager established pursuant to sub-paragraph 7.1 of the Statement of Work. The JPA Facility Manager shall have the right to make any changes to the schedule.

1.9 Contact with County Personnel

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

Dernice Samuel, Contract Analyst
Los Angeles County Sheriff's Department
211 W. Temple, 6th Floor, Los Angeles, CA 90012
ddsamuel@lasd.org

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

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

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

1.11 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

1.12 JPA Option to Reject Bids or Cancel IFB

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

1.13 Protest Process

1.13.1 Under County Board Policy No. 5.055 (Services Contract Solicitation, Protest), which is applicable to this IFB, any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in 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 the JPA to demonstrate sufficiently that JPA committed a material error in the solicitation process to justify invalidation of a proposed contract award.

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

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any JPA determination or action 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 JPA'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 JPA. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Bidder's Bid, JPA completes contract negotiations and obtains a letter from an authorized officer of the recommended Bidder, which shall not be revoked by the recommended Bidder pending the JPA's completion of the process under County Board Policy No. 5.055 and approval by JPA'S Board of Directors (JPA Board); and (b) with respect to each Bidder requesting a County Independent Review Panel, the County Independent Review Panel convenes as a result of such Bidders' request; and (c) with respect to all other Bidders, JPA recommends the recommended Bidder(s) to its Board and such recommendation appears on the Board agenda. All bids submitted in response to this IFB become a matter of public record, with the exception of those parts of each bid which are justifiably defined as business or trade secrets, and, if by the Bidder, they are plainly marked as "Trade Secret," "Confidential," or "Proprietary."

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the JPA's Board agenda, or if otherwise required by law.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 Notwithstanding anything to the contrary in this IFB, the JPA and its member agencies shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A (Sample Contract), sub-paragraph 8.23. The Contractor shall procure, maintain, and provide to the JPA proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Sample Contract), sub-paragraphs 8.24 and 8.25.

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

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

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in sub-paragraph 7.6 and the Independent Contractor Status provision contained in sub-paragraph 8.22 in Appendix A (Sample Contract).

1.20 Conflict of Interest

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

1.21 Determination of Bidder Responsibility

1.21.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the JPA's policy to conduct business only with responsible Bidders.

1.21.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the JPA may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contract, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

1.21.3 The JPA may declare a Bidder to be non-responsible for purposes of this contract if the JPA Board or the County's Board of Supervisors, in their discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

for the JPA's recommendation.

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

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

1.22 Bidder Debarment

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

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

1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the JPA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors and/or the JPA shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Bidders on County contracts.
- 1.22.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Bidder's Adherence to County Child Support Compliance Program

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

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County or JPA officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the JPA's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County or JPA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

1.24.2 Bidder Notification to County

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

1.24.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, travel or entertainment provisions, 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 Familiarity of the County Lobbyist Ordinance Certification, as set forth in Appendix D (Required Forms), Exhibit 6, as part of their Bid.

1.26 Federal Earned Income Credit

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

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award.

Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D (Required Forms), Exhibit 9, along with their Bid.

1.28 JPA's Quality Assurance Plan

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

Contractor. If improvement does not occur consistent with the corrective action measures, the JPA may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

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

1.30 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.31 County Policy on Doing Business with Small Business

1.31.1 The County has multiple programs that address small businesses. The County's Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in subparagraph 1.33 of this Section.

1.31.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in subparagraph 1.32 below.

1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.32 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, which 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 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.32.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the

Certification Form and Application for Exception, Exhibit 10 in Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the 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 JPA 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 (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 a Local SBE, 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), in Appendix D (Required Forms), 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 <http://www.pd.dgs.ca.gov/smbus/default>.

1.34 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the applicable County policy that Certified Local SBEs receive prompt payment for services they provide to County departments.

Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

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

1.36 Social Enterprise (SE) Preference Program

1.36.1 The JPA 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 year (1) 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 subparagraph 1.36.1.

1.36.3 Certified SE's 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), in Appendix D (Required Forms), and submit a letter of certification from the DCBA with their Bid.

1.37 Intentionally Omitted

1.38 Intentionally Omitted

1.39 Defaulted Property Tax Reduction Program

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

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 14 in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.40 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.40.1 The JPA 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), in Appendix D (Required Forms), 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 <http://www.dgs.ca.gov/pd/Home.aspx>

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 (Elections Code Section 14000). Not less than 10 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 Section 14000.

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

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.

Contractors are required to complete Exhibit 15 (Zero Tolerance Policy on Human Trafficking Certification), in Appendix D (Required Forms), 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). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO BIDDERS

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

2.1 JPA Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The

evaluation and determination in this area shall be at the JPA's sole judgment and his/her judgment shall be final.

2.3 IFB Timetable

The timetable for this IFB is as follows:

Release of IFB.....	March 29, 2017
Request for a Solicitation Requirements Review Due.....	April 12, 2017
Bidders Conference and Site Visit	April 12, 2017
Written Questions Due	April 6, 2017
Questions and Answers Released.....	April 12, 2017
Bid due by 3.00 p.m. (Pacific Time).....	April 26, 2017

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review), to the Contract Analyst as described in subparagraph 2.6. A request for a Solicitation Requirements Review may be denied, in the JPA's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the JPA not receiving the best possible responses from prospective Vendor.

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

2.5 Bidders' Mandatory Conference and Site Visit

A Bidders Mandatory Conference and Site Visit will be conducted to discuss the IFB and tour the facility on 04/12/2017. The conference and site visit are **mandatory**. Bidders will be required to contact the Contract Analyst, refer to sub-paragraph 2.6 below, to provide the name and title of the personnel who will be attending the conference and site visit. Vendors are limited to sending three (3) people to the conference and site visit. The attendees must be full-time employees of the vendor's company.

JPA and/or County staff will respond to questions from potential Bidders. Questions and answers will be released on the specified date listed in sub-paragraph 2.3. Answers are not considered final until they are released in writing. The conference and site visit are scheduled as follows:

April 12, 2017
Hertzberg-Davis Forensic Science Center (HDFSC)
1800 Paseo Rancho Castilla
Los Angeles, CA 90032
10:00 a.m. – 12:00 p.m.

2.6 Bidders' Questions

Bidders may submit written questions regarding this IFB by mail, fax or e-mail to the Contract Analyst identified below. All questions must be received by 04/06/2017. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

When submitting questions, please specify the IFB Paragraph number, sub-paragraph number, page number, and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. JPA reserves the right to group similar questions when providing answers.

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

Questions should be addressed to:

Dernice Samuel, Contract Analyst
Los Angeles County Sheriff's Department
211 W. Temple St., 6th Floor, Los Angeles, CA 90012:
e-mail address: ddsamuel@lasd.org

2.7 Preparation of the Bid

All Bids must be bound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at the JPA'S sole discretion.

2.8 Bid Format

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

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

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

2.8.3 Bidder's Qualifications (Section B)

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

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

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

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

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Bidder must submit the following documentation with the Bid:

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

Limited Partnership:

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

B. Bidder's References (Section B.2)

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

The JPA may disqualify a Bidder if:

- references fail to substantiate Bidder's description of the services provided; or
- references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- the JPA 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. Three (3) attempts will be made to contact the references.

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

a. Prospective Contractor References, Exhibit 2

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

b. Prospective Contractor List of Contracts, Exhibit 3

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

c. Prospective Contractor List of Terminated or Expired Contracts, Exhibit 4. Listing must include contracts terminated within the past three (3) years with a reason for termination.

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

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

2.8.4 Required Forms (Section C)

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

- Exhibit 1 Bidder's Organization Questionnaire/Affidavit and CBE Information
- Exhibit 2 Prospective Contractor References
- Exhibit 3 Prospective Contractor List of Contracts

Exhibit 4	Prospective Contractor List of Terminated Contracts
Exhibit 5	Certification of No Conflict of Interest
Exhibit 6	Familiarity with the County Lobbyist Ordinance Certification
Exhibit 7	Request for Preference 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 11	Intentionally Omitted
Exhibit 12	Pricing Sheet
Exhibit 13	Certification of Independent Price Determination and Acknowledgment of IFB Restrictions
Exhibit 14	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit 15	Zero Tolerance Policy on Human Trafficking 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), subparagraphs 8.24 and 8.25. If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

2.8.6 Proof of Licenses (Section E)

Bidder must furnish a copy of all applicable licenses.

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

- A. 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, Appendix B (Statement of Work), and all Attachments thereto, of this IFB 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), and Appendix B (Statement of Work), including all Attachments, of this IFB.

- B. The JPA reserves the right to make changes to Appendix A (Sample Contract), including Appendix B (Statement of Work), and all Attachments thereto, of this IFB at the JPA's sole discretion.

2.9 Bid Submission

The original Bid and three (3) numbered copies, and two (2) digital copies on a compact disc or a flash drive, enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

**“BID FOR HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES
IFB No. 609-JPA”**

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

Los Angeles County Sheriff's Department
Contracts Unit
211 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attn: Dernice Samuel, 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 subparagraph 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 seventy (270) days following the last day to submit bids. In the event the JPA is unable to complete successful negotiations and enter into a Contract within the 270 day period, the JPA may request that all Bidders extend their offers for a period of time thereafter. In that event, any Bidder unwilling to extend its offer will be removed from consideration.

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

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest bid price will be determined as follows:

The maximum number of possible points will be awarded to the lowest cost bid. All other bids will be compared to the lowest cost and points awarded accordingly.

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

3.2 Adherence to Minimum Requirements

JPA shall review the Bidder's Organization Questionnaire/Affidavit and CBE Information – Exhibit 1 of Appendix D (Required Forms), and determine if the Bidder meets the minimum requirements as outlined in sub-paragraph 1.4 of this IFB.

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

3.3 Disqualification Review

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

Upon receipt of the written determination of non-responsiveness, the

Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The person or entity requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the JPA's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

3.4 Bid Review

3.4.1 Bidder's Qualifications (Section B)

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

3.4.2 Required Forms

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

3.4.3 Proof of Insurability

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

3.4.4 Proof of Licenses

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

3.4.5 Acceptance of Terms and Conditions in Sample Contract 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 Attachments, 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 may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the JPA.

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

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

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

Upon completing the Proposed Contractor Selection Review, the JPA representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Review (see sub-paragraph 3.5.2 below).

3.5.2 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 JPA in the JPA's written decision regarding the Proposed Contractor Selection Review.

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

- 1. The person or entity requesting the County Independent Review is a Bidder;
- 2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the JPA; and
- 3. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the JPA's written decision and (b) are 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 County will forward the report to the JPA, which will provide a copy to the requesting Bidder.

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

**LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
JOINT EXERCISE OF POWER AUTHORITY**

AND

(CONTRACTOR)

**FOR
HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
EQUIPMENT MAINTENANCE AND REPAIR
SERVICES**

**SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A STATEMENT OF WORK (not attached, see Appendix B)
- B PRICING SHEET (not attached, see Exhibit 12, Appendix D)
- C CONTRACTOR'S SCHEDULE (not attached, see Exhibit 4, Appendix C)
- D CONTRACTOR'S EEO CERTIFICATION
- E JPA'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

SAMPLE CONTRACT

CONTRACT FOR HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR THE HERTZBERG-DAVIS FORENSIC CENTER

This Contract and Exhibits made and entered into this ___ day of _____, 2017 by and between the Los Angeles Regional Crime Laboratory Facility and the Joint Exercise of Power Authority, hereinafter referred to as the JPA and _____, hereinafter referred to as Contractor, for the Los Angeles Regional Crime Laboratory Facility (Crime Lab), also known as the Hertzberg-Davis Forensic Science Center (“HDFSC”), located at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

RECITALS

WHEREAS, the JPA desires to contract for maintenance and repair services for Heating, Ventilation and Air Conditioning (HVAC) Equipment for the HDFSC building.

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I 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 C - Contractor's Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - JPA's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

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 Paragraph 8.0 (Standard Terms and Conditions), sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 2.2 **Business Day(s):** means Monday through Friday, excluding County observed holidays.
- 2.3 **Change Orders:** has the meaning set forth in Paragraph 8.0 (Standard Terms and Conditions), sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 2.4 **Contract:** Contract executed between the JPA and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.5 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the JPA to perform or execute the work covered by the Statement of Work, Exhibit A
- 2.6 **Contractor Project Director:** The individual responsible for Contractor's performance of all of the work and ensuring Contractor's compliance with this Contract.
- 2.7 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

- 2.8 County Contract Program Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 JPA:** The Los Angeles Regional Crime Laboratory Facility “Joint Exercise of Power Authority” (JPA).
- 2.11 JPA Project Director:** Person designated by the JPA with authority for the JPA on contractual or administrative matters relating to this Contract that cannot be resolved by the JPA’s Facility Manager.
- 2.12 JPA Facility Manager:** Person designated by the JPA Project Director to manage the operations under this Contract.
- 2.13 Statement of Work:** or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Contract.
- 2.14 Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract) of this Contract.
- 2.15 Work:** Any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor which is required pursuant to this Contract, including Exhibit B (Statement of Work) and all other Exhibits, and all fully-executed Amendments and Change Orders.

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 JPA.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years. The contract shall commence on December 15, 2017 following execution by the JPA.

The JPA shall have the sole option to extend this Contract term for up four (4) additional one-year period extensions, for a maximum total Contract term of seven (7) years. Each such option and extension shall be

exercised at the sole discretion of the JPA Project Director or his designee as authorized by the JPA.

- 4.2 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 JPA will exercise a contract term extension option.
- 4.3 The Contractor shall notify the JPA 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 JPA at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

- 5.1 The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by JPA to Contractor for providing required work under this Contract for the Term. The Maximum Contract Sum for this Contract, including applicable taxes, authorized by JPA hereunder shall in no event, expressly or by implication, exceed \$_____ as follows:
 - 5.1.1 \$____ for Year 1, \$____ for Year 2, for Optional Year 3 \$____ for Optional Year 4, and \$____ for Optional Year 5 for HVAC Maintenance and Repair Services, as set forth in Exhibit B.
 - 5.1.2 \$____ for Emergency or Unscheduled Repair Services where necessary as set forth in Exhibit _____.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks 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 JPA's 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 JPA at the address herein provided in Exhibit E (JPA's Administration).

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against the JPA 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 JPA and shall immediately repay all such funds to the JPA. Payment by the JPA for services rendered after expiration/termination of this Contract shall not constitute a waiver of the JPA'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 JPA only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the JPA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the JPA. If the JPA does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 Detail. Each invoice submitted by Contractor shall include:

- a. County's Contract Number;
- b. Contractor's name and address;
- c. Billing Date;
- d. Invoice Number;
- e. Dates services provided;
- f. Description of work and facility;
- g. Work Order/Repair/Maintenance Slip Number;
- h. Total charges billed.

5.5.3 The Contractor shall submit the monthly invoices to the JPA by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract shall be submitted in two (2) copies to the JPA Facility Manager designated in Exhibit E (Administration of Contract-JPA).

5.5.5 JPA Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the JPA's Facility Manager or designee prior to any payment thereof. In no event shall the JPA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to the JPA. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT–JPA

JPA's ADMINISTRATION

A listing of all JPA's Administration referenced in the following sub-paragraphs is designated in Exhibit E (Administration of Contract-JPA). The JPA shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 JPA's Project Director

The JPA's Project Director's responsibilities shall include:

- 6.1.1 ensures that the objectives of this Contract are met; and
- 6.1.2 provides direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 JPA Facility Manager

The JPA's Facility Manager's responsibilities shall include:

- 6.2.1 meeting with the Contractor's Project Director or Project Manager on a regular basis; and
- 6.2.2 inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The JPA Facility 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 JPA in any respect whatsoever.

6.3 County's Contract Compliance Monitor

The County's Contract Compliance Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the JPA's Facility Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director shall be responsible for Contractor's performance of all of the work and ensuring Contractor's compliance with this Contract.

7.1.2 The Contractor's Project Director shall be available to meet and confer with the JPA's Project Director or Project Manager, at least on a quarterly basis and more frequently if deemed necessary, in person or by phone, to review project progress and discuss project coordination.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Administration of Contract-Contractor.) The Contractor shall notify the JPA in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the JPA's Facility Manager and County's Contract Project Monitor on a regular basis.

7.2.3 The Contractor's Project Manager or designee shall be available by telephone twenty-four (24) hours a day, seven (7) days a week, including holidays to discuss technical requirements and/or matters relating to the Contract.

7.2.4 The Contractor's Project Manager must have five (5) years of experience and able to provide qualified, certified, and trained electricians, technicians and other support staff to provide all emergency, routine, and preventative maintenance services on the equipment within the requested response times.

7.2.5 The Contractor's Project Manager shall ensure all staff possess and maintain all applicable licenses, certifications, and permits in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and directives.

- 7.2.6 The Contractor's Project Manager and designee must be able to read, write, speak, and understand English.
- 7.2.7 The Contractor's Project Manager or designee shall submit on a quarterly basis, Contractor's maintenance and inspections records, and unscheduled and emergency repair records for the HDFSC Facility, as outlined in sub-paragraphs 10.1 and 10.2 of Appendix B, Statement of Work.
- 7.2.8 The Contractor's Project Manager shall be required to attend meetings, at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager, as outlined in sub-paragraph 10.3 of Appendix B, Statement of Work.

7.3 Approval of Contractor's Staff

The JPA has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Uniforms and Staff Identification

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge that includes employee's name, date of birth, and employee number.
- 7.4.2 Contractor is responsible to ensure that staff assigned to the HDFSC Facility shall wear an appropriate uniform at all times. The uniform shall consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the JPA Director or his designee, shall be provided by and at Contractor's expense. Contractor personnel may be asked to leave the HDFSC facility by a JPA or County representative if they do not have the proper ID badge or uniform on their person.
- 7.4.3 Contractor shall notify the JPA Project Director or designee within one (1) business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during the term of the Contract, all Contractor's staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Contract shall be required to undergo and pass, to the satisfaction of the JPA, a background investigation as a

condition of beginning and continuing work under the 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.

- 7.5.2 At the sole discretion of the JPA, applicants may be provisionally approved pending results of the background checks. If a member of Contractor's staff does not pass the background investigation, the JPA 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. All disqualifying information obtained through the County's background investigation is confidential and will not be provided to Contractor or to Contractor's staff.
- 7.5.3 The JPA, 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 JPA or whose background or conduct is incompatible with the County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Contract, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Contract. Contractor shall provide to JPA an executed Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement) to the Contract for each of its employees performing Work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless the JPA, County of Los Angeles, State of California, Trustees of the California State University, Department of General Services of the State of California, State Public Works Board of the State of California, and the Office of Emergency Services of the State of California, and their elected and appointed officers, employees, and agents (the "JPA Indemnitees"), from and against any and all liability (alleged or actual), including damages, losses, fees, costs and expenses, (including, defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in 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 7.6, as determined by the JPA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the JPA in writing, which approval shall not be unreasonably withheld or delayed. Contractor; shall not, however, without the JPA'S prior written approval, accept any settlement, or enter a pleas of guilty or nolo contendere, to any charge or claim that results in other than a monetary judgment against the JPA Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 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).

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE ORDERS

No representative of either the JPA 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 Paragraph 8.0 (Amendments and Change Orders). The JPA 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 that materially affects the scope of work, period of performance, amount of payments, or any other term or condition in the body of this Contract, then a negotiated Amendment to this Contract shall be executed by the JPA and Contractor.
- 8.1.2 Notwithstanding sub-paragraph 8.1.1 above, for (1) any Option Term extension to this Contract pursuant to 4.1 above, or (2) modifications pursuant to sub-paragraph 8.2 (Assignment and Delegation), (3) addition and/or change of certain terms and conditions or provisions, an Amendment to this Contract shall be executed by JPA Project Director, with the concurrence of JPA counsel, and Contractor Project Director.
- 8.1.3 For any change which does not materially affect the scope of work, period of performance, amount of payments, or any other term or condition included under this Contract, a Change Order shall be executed by both JPA Project Director and Contractor Project Manager.

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

- 8.1.4 The JPA is entitled to audit, in accordance with sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract, Contractor's compliance with sub-paragraph 8.1 (Amendments and Change Orders) in respect of work performed pursuant to a Change Order.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 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 the JPA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the JPA consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the JPA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the JPA's sole discretion, against

the claims, which the Contractor may have against the JPA.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(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 the JPA in accordance with applicable provisions of this Contract.
- 8.2.3 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 the JPA'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, the JPA 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 JPA'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Contract, either expressly or by implication, the JPA shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the JPA's future fiscal years unless and until the JPA appropriates funds for this Contract in the JPA'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 and such termination shall be deemed a termination for convenience pursuant to sub-paragraph 8.42 (Termination for Convenience) of this Contract. The JPA shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8.4.1 The Contract (annual, monthly, hourly) rates are firm and fixed.

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the JPA with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The JPA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the JPA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for JPA's 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 JPA for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the JPA's Facility Manager of the status of the investigation within ten (10) 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 JPA's Facility Manager within ten (10) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, 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 Contractor shall indemnify, defend, and hold harmless the JPA, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,

employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the JPA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the JPA. 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 the JPA with a full and adequate defense, as determined by JPA in its sole judgment, the JPA shall be entitled to retain its own counsel, including, without limitation, the JPA Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the JPA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the JPA, without the JPA'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).

8.8 COMPLIANCE WITH THE 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 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, "Contractor" means a person, partnership, corporation or other entity which has a contract with the JPA or a subcontract with a JPA Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more the JPA 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 JPA, or 2) 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 JPA under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
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 JPA 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 JPA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the JPA'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. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the JPA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No JPA or County employee whose position with the JPA or 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 JPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the JPA'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 JPA. 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 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@dps.lacounty.gov to obtain a list of 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 years but may exceed five 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 JPA 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 County 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 County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County.
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 County. The County 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 JPA. The JPA 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 the JPA Contractor.

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 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet 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 JPA'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO JPA 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 JPA's 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 JPA may make any necessary repairs. All costs incurred by the JPA, as determined by the JPA, 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 JPA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the JPA 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 JPA 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 and Change Orders prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments or Change Orders 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 JPA 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 JPA 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 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, 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, 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 JPA 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 JPA 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 JPA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 JPA. 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 subparagraph 7.5(Confidentiality).

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the JPA, its Special Districts, elected and appointed officers, employees, agents and volunteers ("JPA 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 JPA Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the JPA, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in subparagraphs 8.24 and 8.25 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 Contractor pursuant to this Contract. The JPA 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 the JPA, and a copy of an Additional Insured endorsement confirming the JPA and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the JPA at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the JPA not less than 10 days prior to Contractor’s policy expiration dates. The JPA 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 JPA required endorsement forms.
- Neither the JPA’s failure to obtain, nor the JPA’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 the JPA Facility Manager listed in Exhibit E (JPA’s Administration).

Contractor also shall promptly report to the JPA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the JPA property, and any loss, disappearance, destruction, misuse, or theft of the JPA property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the JPA of any third party claim or suit filed against 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 Contractor and/or JPA.

8.24.2 Additional Insured Status and Scope of Coverage

The JPA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively JPA and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the JPA. The JPA 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 JPA. The full policy limits and scope of protection also shall apply to the JPA and its Agents as an additional insured, even if they exceed the JPA'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

Contractor shall provide the JPA with, or Contractor's insurance policies shall contain a provision that JPA 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 JPA 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 the Contract, in the sole discretion of the JPA, upon which the JPA may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the JPA immediately may

withhold payments due to Contractor, and/or suspend or terminate this Contract. The JPA, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the JPA may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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 Contractor. Any JPA 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 the JPA 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

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide the JPA with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the JPA and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain the JPA's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the JPA to pay any portion of any Contractor deductible or SIR. The JPA retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the JPA, or to provide a bond guaranteeing

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. 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

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as 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 JPA 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 JPA and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 JPA Review and Approval of Insurance Requirements

The JPA reserves the right to review and adjust the Required Insurance provisions, conditioned upon the JPA'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 JPA 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 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 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 JPA as the Alternate Employer, and the endorsement form shall be modified to provide that the JPA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to 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.

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the JPA Project Director, or his designee, determines that there are deficiencies in the performance of this Contract that the JPA Project Director, or his designee, deems are correctable by the

Contractor over a certain time span, the JPA Project Director, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the JPA Project Director, or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the invoice; 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 Fifty Dollars (\$50) per day per infraction, or as specified in Attachment 1 (Performance Requirements Summary (PRS) Chart), of Exhibit A (Statement of Work), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the JPA's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the JPA may correct any and all deficiencies and the total costs incurred by the JPA for completion of the work by an alternate source, whether it be the JPA sources or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the JPA, as determined by the JPA.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the JPA cost incurred due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the JPA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the JPA'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 JPA.

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).
- 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 the JPA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the JPA.

8.28.7 If the JPA finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the JPA may terminate or suspend this Contract. While the JPA 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 JPA 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 JPA 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 JPA 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 JPA's Facility Manager and/or JPA's Project Director any dispute between the JPA and the Contractor regarding the performance of services as stated in this Contract. If the JPA's Facility Manager or JPA's Project Director is not able to resolve the dispute, the Chairman of the Facility Management Committee, of the Los Angeles Regional Crime Laboratory Facility 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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 Exhibits E (JPA's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The JPA Project Director shall have the authority to issue all notices or demands required or permitted by the JPA under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the JPA 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 JPA'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 JPA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government

Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The JPA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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 JPA 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 JPA without the prior written consent of the JPA’s Project Director. The JPA shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the JPA, indicate in its proposals and sales materials that it has been awarded this Contract with the JPA, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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 JPA, 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 JPA during the term of this Contract and for a period of five (5) years thereafter unless the JPA'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 JPA's option, the Contractor shall pay the JPA for travel, per diem, and other costs incurred by the JPA to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 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 Los Angeles County Auditor-Controller and the JPA Project Director within thirty (30) 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 JPA shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the JPA may terminate or suspend this Contract.
- 8.38.3 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 JPA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the JPA's dollar liability for any such work is less than payments made by the JPA to the Contractor, then the difference shall be either: a) repaid by the Contractor to the JPA by cash payment upon demand or b) at the sole option of the JPA's Auditor-Controller, deducted from any amounts due to the Contractor from the JPA, whether under this Contract or otherwise. If such audit finds that the JPA's dollar liability for such work is more than the payments made by the JPA to the Contractor, then the difference shall be paid to the Contractor by the JPA by cash payment, provided that in no event shall the JPA's maximum

obligation for this Contract exceed the funds appropriated by the JPA 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** JPA Project Director. Any attempt by the Contractor to subcontract without the prior consent of the JPA 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 JPA'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 JPA.

8.40.3 The Contractor shall indemnify and hold the JPA 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 JPA's approval of the Contractor's proposed subcontract.

8.40.5 The JPA's consent to subcontract shall not waive the JPA'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 JPA right.

8.40.6 The JPA's Project Director is authorized to act for and on behalf of the JPA with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the JPA, Contractor shall forward a fully executed subcontract to the JPA 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 JPA'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 JPA from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the JPA Facility Manager listed in Exhibit E (JPA's Administration), before any subcontractor employee may perform any work hereunder.

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 JPA, 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 JPA, 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.

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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) working days (or such longer period as the JPA may authorize in writing) after receipt of written notice from the JPA specifying such failure.

8.43.2 In the event that the JPA terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the JPA may procure, upon such terms and in such manner as the JPA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the JPA for any and all excess costs incurred by the JPA, as determined by the JPA, 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.

8.43.3 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 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 JPA 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 "subcontractors" mean subcontractor(s) at any tier.

- 8.43.4 If, after the JPA has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the JPA that the Contractor was not in default under the provisions of this sub-paragraph 8.43, 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).
- 8.43.5 The rights and remedies of the JPA provided in this sub-paragraph 8.43 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 JPA 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 JPA 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 JPA 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 JPA officer or employee to solicit such improper consideration. The report shall be made either to the JPA Facility 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, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The JPA 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 JPA provided in this sub-paragraph 8.45 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 JPA 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 JPA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the JPA's future fiscal years unless and until the JPA appropriates funds for this Contract in the JPA'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 JPA 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 JPA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the JPA 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 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 JPA 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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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 County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, 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 Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the JPA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the JPA may terminate this contract and/or pursue debarment of 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 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 Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (if applicable)

9.2.1 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.

9.2.2 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 LSBE.

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 JPA or County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 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 JPA any difference between the contract amount and what the JPA'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.

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 INTENTIONALLY OMITTED

9.6 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (if applicable)

9.6.1 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.

9.6.2 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.

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

9.6.4 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 JPA any difference between the contract amount and what the JPA'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.

9.7 INTENTIONALLY OMITTED

9.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (If applicable)

9.8.1 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.

9.8.2 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.

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

9.8.4 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 JPA any difference between the Contract amount and what the JPA'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
BETWEEN LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
JOINT EXERCISE OF POWERS AUTHORITY
AND

IN WITNESS WHEREOF, the parties hereto have executed this Contract to become effective on the ____ day of _____ 2017.

CONTRACTOR

LOS ANGELES REGIONAL CRIME
LABORATORY FACILITY
AUTHORITY

By _____
Name, Title

By _____
Chairperson

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

Amy M. Caves
Principal Deputy

APPROVED AS TO FORM:

MIKE FEUER
City Attorney

Heather Aubry
Deputy City Attorney

EXHIBITS TO CONTRACT

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) EQUIPMENT MAINTENANCE AND REPAIR SERVICES

EXHIBITS TO CONTRACTS

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**(NOT ATTACHED TO SAMPLE CONTRACT –
SEE APPENDIX B)**

**HEATING, VENTILATION AND AIR CONDITIONING
(HVAC) EQUIPMENT MAINTENANCE AND REPAIR
SERVICES**

PRICING SHEET

(NOT ATTACHED TO SAMPLE)

**HEATING, VENTILATION AND AIR CONDITIONING
(HVAC) EQUIPMENT MAINTENANCE AND REPAIR
SERVICES**

CONTRACTOR'S SCHEDULE

(NOT ATTACHED TO SAMPLE CONTRACT)

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) EQUIPMENT MAINTENANCE AND REPAIR SERVICES

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

JPA'S ADMINISTRATION

CONTRACT NO. _____

JPA PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

JPA FACILITY MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

JPA CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S 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: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

SAFELY SURRENDERED BABY LAW

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

Safely Surrendered



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

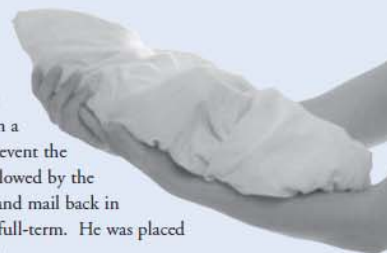
What is the Safely Surrendered Baby Law?

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.

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.



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.

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



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.



APPENDIX B

STATEMENT OF WORK

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) EQUIPMENT MAINTENANCE AND REPAIR SERVICES

APPENDIX B STATEMENT OF WORK

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ATTACHMENTS

- 1 Contract Discrepancy Report
- 2 Performance Requirements Summary Report
- 3 Equipment List
- 4 Maintenance Schedule

APPENDIX B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide inspection, maintenance, and repair services for air handlers, split systems, humidifiers, exhaust fans, pumps, boilers, cooling towers, and chillers for the Heating, Ventilation and Air Conditioning (HVAC) equipment. The HVAC equipment services shall include general maintenance and inspection services, preventative maintenance and inspection services, emergency and unscheduled repair services, and provide all Original Equipment Manufacturer (OEM) parts, materials and labor for the equipment listed in Attachment 3 (Equipment List), and Attachment 4 (Maintenance Schedule) of this Statement of Work.

The HVAC equipment is housed in the Hertzberg-Davis Forensic Science Center (HDFSC) building located at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

Contractor shall maintain all equipment according to manufacturer's specifications for the term of the Contract.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 GENERAL MAINTENANCE SERVICE REQUIREMENTS

Contractor shall provide the following maintenance and inspection services for all equipment pursuant to the schedule established under sub-paragraph 7.0 of this Statement of Work and Attachment 4 (Maintenance Schedule):

- 2.1.1 Clean all units of the equipment;
- 2.1.2 Check and record operation conditions of all equipment;
- 2.1.3 Identify maintenance/service needs;
- 2.1.4 Conduct all manufacturer required and all manufacturer recommended routine maintenance;
- 2.1.5 Make all required repairs (includes OEM parts);
- 2.1.6 Log and report repairs and/or parts that are replaced;

2.1.7 Provide coolant and oil, change oil as necessary, and be responsible for the disposal of these items, according to federal, state and local regulations.

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

3.0 MAINTENANCE AND INSPECTION SERVICES

3.1 ANNUAL SCHEDULED MAINTENANCE AND SERVICE REQUIREMENTS

3.1.1 Contractor shall provide the maintenance and inspection services for all equipment pursuant to the schedule established under subparagraph 7.0 of this Statement of Work and Attachment 4 (Maintenance Schedule).

3.1.2 Upon completion of the annual inspection and maintenance of the equipment and automated control system, Contractor shall prepare a comprehensive report on the condition of the equipment and related components, maintenance services provided, repairs completed and recommendations for additional repairs, changes and/or modification to the system. Such report shall be submitted to the JPA Facility Manager within ten (10) days of completion of annual maintenance service.

4.0 UNSCHEDULED WORK

4.1 Any unscheduled or emergency repair services not covered by Paragraph 2.0, Specific Work Requirements, above shall be provided by the Contractor at the rate stated in Exhibit B (Price Sheet), Part III, of the Contract.

4.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the JPA Facility Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

4.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact JPA's Facility Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an

invoice to JPA's Facility Manager within fifteen (15) working days after completion of the work.

- 4.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 4.5 The JPA reserves the right to perform unscheduled work itself or assign the work to another Contractor.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 CONTRACTOR PROJECT MANAGER

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

- 5.1.1 Project Manager or designee shall be available by telephone twenty-four (24) hours a day, seven (7) days a week, including holidays to discuss technical requirements and/or matters relating to the Contract.
- 5.1.2 Project Manager or designee shall have five (5) years of experience.
- 5.1.3 Project Manager and designee must be able to read, write, speak, and understand English.
- 5.1.4 Project Manager or designee shall submit on a quarterly basis, Contractor's maintenance and inspection records, and unscheduled and emergency repair records to the JPA Facility Manager, as outlined in sub-paragraphs 10.1 and 10.2 of this Statement of Work.
- 5.1.5 Project Manager shall be required to attend meetings, at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager, as outlined in sub-paragraph 10.3.

5.2 PERSONNEL

- 5.2.1 Contractor shall provide qualified, certified, and trained electricians, technicians and other support staff to provide all emergency, routine and preventative maintenance services on the equipment within the required response times.

- 5.2.2 Contractor shall ensure all staff possess and maintain all applicable licenses, certifications, and permits in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and directives.
- 5.2.3 Contractor's staff must be able to speak and understand English.
- 5.2.4 Contractor staff shall adhere to all the JPA and facility rules and regulations, including traffic safety and security regulations.

5.3 UNIFORMS/IDENTIFICATION BADGES

- 5.3.1 Contractor shall provide, at Contractor's expense, all employees providing services under the Contract with a photo identification badge that includes employee's name, date of birth, and employee number.
- 5.3.2 Contractor is responsible to ensure that staff assigned to the HDFSC Facility shall wear an appropriate uniform at all times. The uniform shall consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the JPA Director or his designee, shall be provided by and at Contractor's expense. Contractor personnel may be asked to leave the HDFSC facility by a JPA or County representative if they do not have the proper ID badge or uniform on their person.
- 5.3.3 Contractor shall notify the JPA Project Director or designee within one (1) business day when staff is terminated from working under this Contract.

5.4 PARTS AND MATERIALS

- 5.4.1 Contractor shall provide only Original Equipment Manufacturer (OEM) parts and materials needed to provide services for the equipment listed in Attachment 3 (Equipment List) and Attachment 4 (Maintenance Schedule).
- 5.4.2 Contractor shall be responsible for the purchase of all Original Equipment Manufacturer (OEM) parts and materials for all equipment components and related supplies. Any substitutions must be pre-approved by the JPA Facility Manager.

5.5 TRAINING AND SAFETY

5.5.1 Contractor shall provide appropriate training programs for all new employees and continuing in-service for all staff providing services under the Contract.

5.5.2 All employees providing services under the Contract shall be trained in the safe handling of equipment in their assigned tasks. During the course of performing assigned tasks, respective equipment shall be checked for any potential safety hazard. All employees must wear safety and protective gear according to OSHA standards.

5.6 CONTRACTOR'S OFFICE

Contractor shall maintain an office within 100 miles of the HDFSC building with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, by at least one employee who can respond to inquires and/or complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall reply to calls received by the answering service within twenty-four (24) hours of receipt of the call.

6.0 DAYS AND HOURS OF OPERATION

6.1 The Contractor shall be required to provide HVAC equipment maintenance and repair services seven (7) days per week, 24 hours per day, including holidays; and provide non-emergency repairs, and routine monthly, quarterly, and annual inspections, Monday through Friday during normal business hours of 7:00 a.m. through 3:30 p.m. excluding holidays. The JPA's Facility Manager will provide a list of the County's holidays to the Contractor at the onset of the contracted services, and annually at the beginning of the calendar year. Contractor must follow the written schedule submitted to the JPA Facility Manager established pursuant to sub-paragraph 7.1 of this Statement of Work. The JPA Facility Manager shall have the right to make any changes to the schedule.

6.2 All emergency repair and unscheduled repairs shall be on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays, pursuant to sub-paragraph 11.4 of this Statement of Work.

7.0 MAINTENANCE WORK SCHEDULES

7.1 Contractor shall submit for review and approval a Maintenance Work Schedule for the facility to the JPA Facility Manager within ten (10) days prior to starting work. Said maintenance work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and

task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon when the tasks will be performed.

- 7.2 Contractor shall submit revised maintenance work schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the JPA Facility Manager for review and approval within five (5) working days prior to scheduled time for work.

8.0 CRIMINAL BACKGROUND INVESTIGATION FOR ALL CONTRACTOR AND SUB-CONTRACTOR EMPLOYEES ASSIGNED

A background investigation will be required of all employees providing services under this Contract. The final decision as to suitability of any employee rests with the JPA. Contractor shall be responsible for all costs associated with the background investigation.

- 8.1 At any time prior to or during the term of the Contract, all Contractor's staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Contract shall be required to undergo and pass, to the satisfaction of the JPA, a background investigation as a condition of beginning and continuing work under the 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.
- 8.2 Contractor shall submit a copy of a valid California Driver's license and other identification which positively identifies the named employee.
- 8.3 Applicants may be provisionally approved pending results of this process at the JPA's sole discretion. All disqualifying information is confidential and not available for review by Contractor or applicants.
- 8.4 Employees who have been involved in any of the following will not be accepted:
 - 8.4.1 Any felony conviction;
 - 8.4.2 Any sexual misconduct conviction;
 - 8.4.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.

8.4.4 Any pattern of irresponsible behavior, including but not limited to, reckless driving violations or unsatisfactory employment record.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Statement of Work, listing required services that will be monitored by the County during the term of the Contract is an important monitoring tool for the County.

All listings of services used in this Statement of Work are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

10.0 QUALITY ASSURANCE PLAN

The JPA will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in sub-paragraph 8.15, JPA's Quality Assurance Plan, of Appendix A (Sample Contract).

10.1 Review of Maintenance and Inspection Records

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

10.2 Review of Unscheduled and Emergency Repair Records

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

10.3 Performance Evaluation Meetings

Contractor and the JPA Facility Manager shall meet at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager. In the event that a contract

discrepancy is identified by the JPA Facility Manager, then the meeting shall be scheduled within five (5) days to discuss the problem.

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

10.4 Observations

In addition to the County Contract Compliance Monitoring staff, JPA personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business days, Monday through Friday, between the hours of 7:00 a.m. to 3:30 p.m. However, these personnel may not unreasonably interfere with Contractor's performance of services under the Contract.

10.5 Contract Discrepancy Report

Verbal notification of a contract discrepancy will be made by the JPA Facility Manager to the County Contract Compliance Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the JPA and the Contractor.

The County Contract Compliance Manager will determine whether a formal Contract Discrepancy Report (Attachment 1) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the JPA Facility Manager within ten (10) workdays, 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 Contract Compliance Manager within ten (10) workdays.

11. QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the JPA is provided with a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the JPA Facility Manager for review. The plan shall include, but may not be limited to the following:

11.1 Contractor shall provide four (4) quarterly inspection and preventative maintenance services; and one (1) comprehensive annual inspection and

maintenance service each year for all equipment listed in Attachment 3 (Equipment List), and as specified Attachment 4 (Maintenance Schedule).

- 11.2 Contractor's Project Manager shall coordinate work schedules for such services with the JPA Facility Manager on an annual basis. Within ten (10) days after the effective date of the Contract, Contractor shall prepare a written annual inspection and maintenance schedule, specifying the day and the time each month, and submit it to the JPA Facility Manager. All changes to the schedule shall be in writing and must be approved by the JPA Facility Manager.
- 11.3 Contractor shall provide non-emergency repair and general maintenance services during normal working hours (7:00 a.m. to 3:30 p.m.), Monday through Friday. A non-emergency repair service occurs when the equipment's problem is such that the equipment and air conditioning system can continue to function without immediate repair; however, the problem needs to be corrected in a timely manner before the problem becomes an emergency. Routine repairs could either be the result of the JPA Facility Manager contacting Contractor when problems arise or the condition discovered by Contractor while performing the quarterly or annual inspection and maintenance services. Contractor must respond to non-emergency calls within twenty-four (24) hours of notification by the JPA Facility Manager.
- 11.4 Contractor shall provide emergency services twenty-four (24) hours a day, seven (7) days a week, including holidays. An emergency service is required when the problem with the equipment could cause it to break down and potentially cause disruption to the air conditioning system if the repair is not made immediately. Emergency repairs could either be the result of the JPA Facility Manager contacting Contractor when problems arise, or problems discovered by Contractor while performing quarterly or annual inspection and maintenance services. Contractor must respond to all emergency calls within five (5) hours of notification by the JPA Facility Manager.
- 11.5 Contractor shall provide live telephone consulting services to the JPA Facility Manager, when needed, twenty-four (24) hours a day, seven (7) days a week, including holidays.

APPENDIX C

STATEMENT OF WORK ATTACHMENTS

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

**APPENDIX C
STATEMENT OF WORK
ATTACHMENTS**

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PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: 7.1.1 – Contractor’s Project Director	The Contractor’s Project Director shall be available to meet and confer with the JPA’s Project Director or Project Manager, at least on a quarterly basis and more frequently if deemed necessary, in person or by phone, to review project progress and discuss project coordination.	Observation	\$50 per occurrence
Contract: 7.2.1 – Contractor’s Project Manager	The Contractor’s Project Manager is designated in Exhibit F (Administration of Contract-Contractor.) The Contractor shall notify the JPA in writing of any change in the name or address of the Contractor’s Project Manager.	Observation	\$100 per occurrence
Contract: 7.2.8 – Contractor’s Project Manager	The Contractor’s Project Manager shall be required to attend meetings, at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager, as outlined in sub-paragraph 10.3 of Appendix B, Statement of Work.	Observation	\$50 per occurrence
Contract: 7.5.1 – Background and Security Investigations	At any time prior to or during the term of the Contract, all Contractor’s staff, subcontractors, and agents of Contractor (collectively herein “Contractor’s staff”) performing services under the Contract shall be required to undergo and pass, to the satisfaction of the JPA, a background	Inspection of files	\$100 per occurrence

	<p>investigation as a condition of beginning and continuing work under the 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.</p>		
<p>Statement of Work: 3.1.2 – Annual Scheduled Maintenance and Service Requirement</p>	<p>Upon completion of the annual inspection and maintenance of the equipment and automated control system, Contractor shall prepare a comprehensive report on the condition of the equipment and related components, maintenance services provided, repairs completed and recommendations for additional repairs, changes and/or modification to the system. Such report shall be submitted to the JPA Facility Manager within ten (10) days of completion of annual maintenance service.</p>	<p>Inspection of report</p>	<p>\$50 per occurrence</p>
<p>Statement of Work: 5.2.2 - Personnel</p>	<p>Contractor shall ensure all staff possess and maintain all applicable licenses, certifications, and permits in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and directives.</p>	<p>Inspection of files</p>	<p>\$50 per occurrence</p>
<p>Statement of Work: 10.1 – Review of Maintenance and Inspection Records</p>	<p>On a quarterly basis, Contractor shall submit Contractor's maintenance and inspection records under the Contract to the JPA Facility Manager. The records shall include date of</p>	<p>Inspection of records</p>	<p>\$100 per occurrence;</p>

	<p>maintenance and inspections, problem(s) identified, and corrective action taken. The JPA Facility Manager shall review all records to ensure that the JPA's requirements are being met.</p>		
<p>Statement of Work: 10.2 – Review of Unscheduled and Emergency Repair Records</p>	<p>On a quarterly basis, Contractor shall submit Contractor's unscheduled and emergency repair records to the JPA Facility Manager. The records shall include dates and times of JPA's notification for repairs, dates and times of Contractor responses to the repair calls, problem(s) identified and corrective action taken, including description of parts used.</p>	<p>Inspection of records</p>	<p>\$50 per occurrence</p>
<p>Statement of Work: 10.3 – Performance Evaluation Meetings</p>	<p>Contractor and the JPA Facility Manager shall meet at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager. In the event that a contract discrepancy is identified by the JPA Facility Manager, then the meeting shall be scheduled within five (5) days to discuss the problem.</p>	<p>Observation</p>	<p>\$50 per occurrence</p>
<p>Statement of Work: 11.1 – Quality Control Plan</p>	<p>Contractor shall provide four (4) quarterly inspection and preventative maintenance services; and one (1) comprehensive annual inspection and maintenance service each year for all equipment listed in Attachment 3 (Equipment List), and as specified Attachment 4 (Maintenance Schedule).</p>	<p>Observation and inspection of records</p>	<p>\$100 per occurrence</p>

**HERTZBERG-DAVIS FORENSIC SCIENCE CENTER
EQUIPMENT LIST**

ATTACHMENT 3

I. EQUIPMENT LIST

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

MAINTENANCE SCHEDULE

ATTACHMENT 4

HERTZBERG-DAVIS FORENSIC SCIENCE CENTER FACILITY MAINTENANCE SCHEDULE

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

MAINTENANCE SCHEDULE

ATTACHMENT 4

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

MAINTENANCE SCHEDULE

ATTACHMENT 4

Monitor SCAQMD Rule 1146, Emissions Test, Tune-up and report	X		
Description	Maintenance Schedule		
Chiller Inspections Scope	QUARTERLY	ANNUALLY	
Start, Check and Log all operating conditions	X		
Inspect chiller and make adjustments if required	X		
Cycle operating controls	X		
Leak Check per EPA Requirements			X
Notify if any leaks are detected			X
Provide documentation of EPA procedures			X
Check crankcase heater operation	X		
Take oil samples for analysis			X
Perform annual services			X
MegaOhm compressor windings			X
Change all oil and refrigerant filters			X
Service Starter - clean, check and tighten			X
Check coolant level in drives and add if necessary			X
MegaOhm Motor			X
Check and Calibrate all operating and safety controls	X		
Description	Maintenance Schedule		
Circulating Pump Scope	QUARTERLY	ANNUALLY	
Check mechanical seal	X		
Check and lubricate motor and pump if required	X		
Observe general operation and note needed repairs	X		
Check for bearing noises	X		
Check motor pump, mounting, coupling	X		
Check coupling guard for safe condition	X		
Check wiring and conduit leading to pump assembly	X		
Inspect for leaks at flanges and fittings	X		
Check bearings for noise or heat	X		
Check starter and contactor	X		
Check attached piping insulation	X		
Check and record suction pressure	X		
Check and record discharge pressure	X		
Check operation of pressure gauges	X		
Check general condition for rust	X		
MegaOhm Motor			X
Description	Maintenance Schedule		
Variable Frequency Drives Scope	QUARTERLY	ANNUALLY	
Clean and inspect & tighten all electrical connections	X		
Check disconnect for loose connections/burned contacts	X		
Blowout drive with dry nitrogen	X		
Check operation of cooling fans	X		
Replace cooling fan filters	X		
Test keypad functions	X		
Description	Maintenance Schedule		
Exhaust/OSA Fans Scope	QUARTERLY	ANNUALLY	SEMI
Lubricate vanes or dampers and check for operation	X		
Check belt guard for safe condition	X		
Observe general operation and note needed repairs	X		
Check belts	X		
Change belts on exhaust fan 1-6, 12, and 17		X	
Change belts on exhaust fan 7-11 and 13-16			X
Inspect fan wheel for dirt, deterioration and balance	X		
Check fan scroll for tightness	X		

MAINTENANCE SCHEDULE

ATTACHMENT 4

Check and clean any inlet or discharge bird screens	X	
Lubricate motors and bearings		X
Check motor and electrical connections	X	
Check starter for contact point wear	X	
Check overloads	X	
Inspect and test controls	X	
Description	Maintenance Schedule	
Air Compressor and Air Dryer Scope	QUARTERLY	ANNUALLY
Check compressor motor(s)	X	
Check compressor pressure switch	X	
Check automatic bleed valve and settings	X	
Check pressure reducing station	X	
Check intake filter	X	
Check belt	X	
Check pressure relief valve	X	
Check cartridge type intake air filter	X	
Check refrigerated air drier coil and clean if needed	X	
Check oil separator/moisture separator	X	
Check main line pressure	X	
Change all air dryer filters		X
Description	Maintenance Schedule	
Side Stream Filter System Scope	QUARTERLY	ANNUALLY
Check and clean suction strainer basket	X	
Check pump and motor for leaks	X	
Check fuses and breakers in control panel	X	
Check and verify pressure gauges	X	
Check pressure relief valve	X	
Check, close and open the manual valve on the purge line	X	
Check, close and open the manual valve on the liquid recovery line	X	
Check, open and close the manual pressure relief valve	X	
Check and clean collector filter and strainer	X	
Change out collector filter and strainer		X
Description	Maintenance Schedule	
Domestic Water Booster System Scope	QUARTERLY	ANNUALLY
Check mechanical seal	X	
Check and lubricate motor and pump if required	X	
Observe general operation and note needed repairs	X	
Check for bearing noises	X	
Check motor pump, mounting, coupling	X	
Check coupling guard for safe condition	X	
Check wiring and conduit leading to pump assembly	X	
Inspect for leaks at flanges and fittings	X	
Check bearings for noise or heat	X	
Check starter and contactor	X	
Check attached piping insulation	X	
	X	
Check and record discharge pressure	X	
Check operation of pressure gauges	X	
Check general condition for rust	X	
MegaOhm Motor		X
Description	Maintenance Schedule	
Vacuum System Scope	QUARTERLY	ANNUALLY
Check all bearing and lubricate in pumps	X	

MAINTENANCE SCHEDULE

ATTACHMENT 4

Check all bearing and lubricate in motors	X	
Clean and replace inlet filters	X	
Drain and fill the fluid reservoir, vacuum pump and heat exchanger	X	
Clean seal fluid strainer	X	
Change the spin-on filter (if installed)	X	
Replace separator element if needed	X	
Check oil in separator element oil return line	X	
Check mechanical shaft seals for leakage or "weep"	X	
Description	Maintenance Schedule	
Controls Scope	QUARTERLY	ANNUALLY
Inspect control system operation	X	
Inspect diagnostic monitoring and test plans	X	
Check and calibrate as needed temperature sensors	X	
Check and calibrate as needed pressure sensors	X	
Check and calibrate control points for the chilled water system	X	
Check and calibrate control points for the cooling tower system	X	
Back-up database for each NAE	X	
Develop list of deficiencies and improvements needed	X	
Description	Maintenance Schedule	
Water Treatment Scope	MONTHLY	QUARTERLY
Furnish and apply water treatment chemicals	X	
Maintain water treatment feeders and control equipment (see note 1)	X	
Visit and submit a written field report at time of visit (see note 2)	X	
Inspect systems for any new scale formation, organic growths and other visible foulants and propose corrective procedures as required	X	
Physically clean spray cozzles, eliminators and tower interior (see note 3)	X	
Submit corrosion coupon reports		X
Replace corrosion coupons		X

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

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

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

APPENDIX D

REQUIRED FORMS

FOR

INVITATION FOR BIDS (IFB)

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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 CONSIDERATION
- 8 BIDDER’S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM & APPLICATION FOR EXCEPTION
- 11 INTENTIONALLY OMITTED

PRICING FORMS

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

ADDITIONAL BUSINESS FORMS

- 14 CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

HUMAN TRAFFICKING

- 15 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING 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 this Invitation for Bids, as listed below.

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

Check the appropriate boxes:

- Yes** **No** 1.4.1 Bidder must have five (5) years of experience, within the last five (5) years, providing heating, ventilation, and air conditioning maintenance and repair services as identified in Appendix B (Statement of Work). The services must be for equipment that is equivalent or similar to the equipment listed in Appendix C (Statement of Work Exhibits), Attachment 3 (Equipment List).
- Yes** **No** 1.4.2 Bidder must have had at least one (1) contract worth over \$300,000, within the last five (5) years.
- Yes** **No** 1.4.3 Bidder must have an office within 100 miles from HDFSC.

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: _____

List Five (5) References where the same or similar scope of services were provided in order to meet the Mandatory Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email 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 # ()	Email 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 # ()	Email 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 # ()	Email 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 # ()	Email 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 for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email 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 # ()	Email 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 # ()	Email 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 # ()	Email 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 # ()	Email 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.

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 11

INTENTIONALLY OMITTED

EXHIBIT 12 – PRICING SHEET

**LOS ANGELES REGIONAL CRIME LABORATORY FACILITY JOINT EXERCISE OF POWER AUTHORITY
HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Total</u>
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	

LABOR & PARTS RATES FOR EMERGENCY/UNSCHEDULE REPAIR SERVICES

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

Submitted by:

Signature

Print Name

Title

Date: _____

REQUIRED FORMS - EXHIBIT 13

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

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

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

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

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

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the 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/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 15

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

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

PROPOSER 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.

Proposer acknowledges and certifies compliance with sub-paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, 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:

**INVITATION FOR BIDS (IFB) TRANSMITTAL TO
REQUEST A SOLICITATION REQUIREMENTS REVIEW**
*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Bidder: _____	

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

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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2.203.070. Exceptions. 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

- 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 may be obtained by going to 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 2013)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I

SAFELY SURRENDERED BABY LAW

*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?

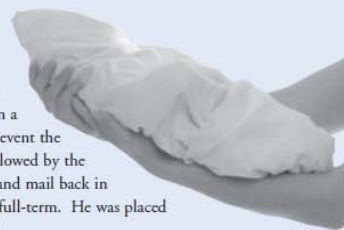
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brazalete 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.



- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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