



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **BRC-1**

April 18, 2019

### REQUEST FOR STATEMENT OF QUALIFICATIONS - ADDENDUM 3 AS-NEEDED VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2014-AN022)

Please take note of the following revisions to the Request for Statement of Qualifications (RFSQ). (Note that the changes that have been added are in **boldface** and deleted languages are ~~strikethrough~~.)

#### **Please take note of the following:**

- The title for this RFSQ has been modified to read as follows:  
**AS-NEEDED ON-CALL VEHICLE AND EQUIPMENT REPAIR AND TOWING SERVICES PROGRAM (2014-AN022)**
- Any reference to the term "as-needed" in the RFSQ has been deleted in its entirety and replace with the word "on-call".

Please note that an updated RFSQ that includes all modifications by this addenda is available to be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/>.

#### **Addendum:**

1. Table of Contents, Part I, Section 1 (page 1), has been revised to read as follows:

- I. GAIN and GROW Programs
- ~~J. SPARTA Program~~
- ~~K.~~ J. Indemnification and Insurance
- ~~L.~~ K. Injury and Illness Prevention Program
- ~~M.~~ L. Jury Service Program
- ~~N.~~ M. County's Preference Programs
- ~~O.~~ N. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company
- ~~P.~~ O. Prompt Payment Program

- ~~Q.P.~~ Proposer's Charitable Contributions Compliance
- ~~R.Q.~~ Statement of Qualifications Requirements and Contract Specifications
- ~~S.R.~~ Security and Background Investigations
- ~~T.S.~~ Vendor Registration
- ~~U.T.~~ Time Off for Voting
- ~~V.U.~~ ~~Local Small Business Enterprise (LSBE) Utilization~~ **Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization**
- ~~W.V.~~ Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking
- W. Method of Payment and Required Information**
- X. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

2. Table of Contents, Part I, Section 3 (page 2), has been revised to read as follows:

- ~~T.~~ Consultant Independent
- U. Conflict of Interest**
- V. Acceptance of Terms and Conditions**
- W. Contractors with Unresolved Disallowed Costs**

3. Table of Contents, Part I, Forms (page 2), has been revised to read as follows:

FORMS

PW-18.1 Proposer's Compliance with the Minimum Requirements of the RFSQ

**PW-19 Compliance with Fair Chance Employment Hiring Practices Certification**

4. Part I, Section J (page 1.4), Sparta Program, has been deleted in its entirety.

~~J. SPARTA Program~~

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

5. Part I, Section U (page 1.10), Local Small Business Enterprise Utilization, has been revised as follows:

~~T.U.~~ **Local Small Business Enterprise Utilization**  
**Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization**

~~When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.~~

~~In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.~~

~~The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.~~

~~If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.~~

When requested by the County, the Contractor shall provide a copy of their invoice, which includes expenditure information for Subcontractors utilized for Contract work, which provides information requested by the County, including, but not limited to: Subcontractor name, business address, telephone number, e-mail address, each Subcontractor's Local Small Business Enterprise (LSBE) status, Disabled Veteran Business Enterprise (DVBE) status, and/or Social Enterprise (SE) status, as applicable, and the actual monetary amount of the Contract work the Subcontractor has performed.

This information shall be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third-party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director of Public Works or his designee, the Consultant is deemed to be in noncompliance with these terms and obligations, the Director of Public Works or his designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

6. Part I, Section 1, Item W, Method of Payment and Required Information and Item X, Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices (page 1.10), have been added as follows:

**W. Method of Payment and Required Information**

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County.

**Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).**

**Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number (TIN), a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.**

**Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.**

**X. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

**On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History Section 12952.**

**Contractors are required to complete Form PW-19, Compliance with Fair Chance Employment Hiring Practices Certification, certifying that they are in full compliance with Section 12952, as indicated in Section 2.QQ, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, Contractors are required to comply with the requirements under Section 12952 for the term of any Contract awarded pursuant to this solicitation.**

7. Part I, Section 2.A, Item 6 (page 1.12), Forms List, has been revised to include a new form as follows:

**PW-18.1 Proposer's Compliance with the Minimum Requirements of the RFSQ  
PW-19 Compliance with Fair Chance Employment Hiring Practices  
Certification**

8. Part I, Section 3, Item U, Conflict of Interest, Item V, Acceptance of Terms and Conditions, and Item W, Contractors with Unresolved Disallowed Cost (page 1.22), have been added as follows:

**U. Conflict of Interest**

**Proposer shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.**

**Notwithstanding any other Section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal 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 the public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in Subparagraph 1 above serve as officers, principals, partners or major shareholders;**

3. **Persons who, within the immediately preceding 12 months, came within the provisions of Subparagraph 1 above, 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 Subparagraph 3 above, serve as officers, principals, partners or major shareholders.**

**V. Acceptance of Terms and Conditions**

**Each Proposer understands and agrees that submission of Proposals in response to this RFSQ constitutes acknowledgement and acceptance of, and willingness to comply with, all terms and conditions of this RFSQ, including all addenda to the RFSQ.**

**W. Contractors with Unresolved Disallowed Cost**

**If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of 6 months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.**

9. The following forms have been added to the Table of Forms and are attached hereto as Enclosure A:

**PW-19 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

10. Part II, Sample Agreement, Table of Contents (page 1), Exhibit B, Section 2, has been revised to read as follows:

Exhibit B Service Contract General Requirements

Section 2 Standard Terms and Conditions Pertaining to Contract Administration

- O. ~~Contractor Performance Evaluation/Corrective Action Measures~~ **County's Quality Assurance Plan**.....B.9
- MM. Time Off for Voting.....B.19
- NN. Local Small Business Enterprise Utilization.....B.20
- OO. Compliance with County's Zero Tolerance Human Trafficking.....B.20
- PP. Method of Payment and Required Information**.....B.21
- QQ. Compliance with Fair Chance Employment Practices**.....B.21
- RR. Compliance with the County Policy of Equity**.....B.21
11. Part II, Sample Agreement, Exhibit B, Section 2, Item O, Contractor Performance Evaluation/Corrective Action Measures, has been revised to read as follows:

- O. ~~Contractor Performance Evaluation/Corrective Action Measures~~ **County's Quality Assurance Plan**

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

12. Part II, Sample Agreement, Exhibit B, Section 2, Item PP, Method of Payment and Required Information, Item QQ, Compliance with Fair Chance Employment Practices, and Item RR, Compliance with the County Policy of Equity, were added (page 21) as follows:

**PP. Method of Payment and Required Information**

**The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any**



amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

**QQ. Compliance with Fair Chance Employment Practices**

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

**RR. Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very

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

If you have any questions concerning the above information, please contact Ms. Amber Turner at (626) 458-4199 or [aturner@pw.lacounty.gov](mailto:aturner@pw.lacounty.gov) or Mr. Jairo Flores at (626) 458-4069 or [jflores@pw.lacounty.gov](mailto:jflores@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

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Very truly yours,

MARK PESTRELLA  
Director of Public Works



*for*: JOSE QUEVEDO  
Assistant Deputy Director  
Business Relations and Contracts Division

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-mail Address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

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

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract and agrees that Proposer/Contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date: