

**ATTACHMENT (E)**  
**Copy of Los Angeles County Sheriff RFB and PO**



LOS ANGELES COUNTY  
SHERIFF  
PURCHASE ORDER

780056



FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO <a href="http://ps://lacounty.gov/LoginExternal/Pages/facovss-dept-contracts.pdf">http://ps://lacounty.gov/LoginExternal/Pages/facovss-dept-contracts.pdf</a>		ORDER NUMBER DPO-SH-17369005-1	AWARD DATE 07/06/17		
BILL TO:  SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063		ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE:  B & W AUTOMOTIVE INC 3100 MAIN STREET  ALTAMIRA CA 91801		ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact: Marnica Valencia Phone : 323-267-2288 Email : mavalencia@isd.lacounty.gov			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE:  B & W AUTOMOTIVE INC 3100 MAIN STREET  ALTAMIRA CA 91801		SHIP FOB DESTINATION TO (UNLESS SPECIFIED ELSEWHERE): COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER : 1364310			
CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE): COMM AND FLEET MGMT BUREAU					
DELIVERY DATE 12/04/17	FOB POINT FOB Destination, Freight Prepaid and Allowed	AGENCY REQ NUMBER 15737-T	CONTRACT NUMBER	TOTAL AMOUNT OF ORDER \$58,309.95	
DATE PRINTED 07/06/2017	VENDOR NO 183717	PROMPT PAYMENT TERM DISCOUNT: 10.00 DAYS: 30	TERM 2 DISCOUNT: 0 DAYS: 0	TERM 3 DISCOUNT: 0.00 DAYS: 0	
TERM 4 DISCOUNT: 0.00 DAYS: 0					
LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	<p>NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER, ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES</p> <p>COMMODITY CODE: 020-06-00-000000 SUPPLIER PART NO: SALES TAX AMOUNT:</p> <p>STOCK ITEM DESCRIPTION: DESCRIPTION: VEHICLE - SEDAN - POLICE PACKAGE - STREET APPEARANCE - 3.6 LITER / V6 ENGINE - 5 SPEED AUTOMATIC TRANSMISSION - AS PER ATTACHED SPECIFICATIONS LABELED EXHIBIT A</p> <p>**VEHICLE ORDERED** 2018 DODGE CHARGER 27 A</p>	2.00000	EA	\$29,150.00000	\$58,300.00
					\$4,932.45
LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: <a href="http://lacovss.lacounty.gov">http://lacovss.lacounty.gov</a> Go to the portal home page to find out more about the benefits to vendors who do business with the County.					
COUNTY OF LOS ANGELES					

## STANDARD TERMS &amp; CONDITIONS

## REQUEST FOR BID

SO NO : RFB-JS-17201839-1

COMPANY NAME :

B &amp; W AUTOMOTIVE INC.

BID DUE: 07/03/17 12:00:00 PM

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CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202

**32. PAYROLL RECORDS:** Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations; and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

**Prevailing Wage Scale**

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and cents pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

[www.dir.ca.gov/DLSR/PWD/Apprentice.htm](http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm)

Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102 (415) 703-4810

**Records Retention and Audit, Federal or State Funded Purchases**

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

**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.

**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 (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

**PARTICIPATING MUNICIPALITIES**

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

**OFFICE COPY**

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Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes  No

**Priority Clause (Disastrous Events):**

Unless legally prohibited, Vendor shall provide priority to the County of Los Angeles for the purchase and delivery of all agreement items during disastrous events, including but not limited to earthquakes, floods, fires and acts of terrorism to ensure the County has sufficient resources needed to sustain its business functions.

Signature (Authorized Representative):

Print: JOHN OVIYACH

Title: FLEET SALES MANAGER

Date: 6/30/17

**VENDOR'S RESPONSIBILITY AND DEBARMENT**

A responsible Vendor is a Vendor who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County requires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, 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.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

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.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

**COUNTY'S PREFERENCE PROGRAMS**

The County of Los Angeles has three preference programs - Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The Preference Programs (LSBE, DVBE, and SE) require the business to complete a certification process. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements of each program prior to requesting the Preference in a solicitation. To apply for certification as a LSBE, DVBE or SE, contact the Department of Consumer and Business Affairs at <http://doba.lacounty.gov>.

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