



**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

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Acting Director

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February 22, 2011

Dear Prospective Applicant:

**NOTICE OF ADDENDUM NUMBER FOUR TO
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR EMERGENCY SHELTER CARE SERVICES (CMS# 07-075)**

The County of Los Angeles Department of Children and Family Services (DCFS) has issued this Notice of Addendum Number Four to Emergency Shelter Care (ESC) Services (CMS #07-075) Request for Statement of Qualifications (RFSQ) to incorporate the revisions as provided below; and to extend the open solicitation period deadline from January 31, 2011 to July 29, 2011.

In accordance to Part B, Section 3.1, this RFSQ is amended to allow additional time to solicit contractors to provide 24 hours emergency shelter care placement services.

ESC RFSQ CMS #07-075 was originally released on July 10, 2008, and three addenda were issued after its release. On July 16, 2008, Addendum Number One was released to add a new conference date and to replace required business forms; on July 31, 2008, Addendum Number Two was released to provide answers to the questions that were asked during the four (4) RFSQ conferences and those submitted in writing; and on August 7, 2008, the third addendum (Addendum Number Three) was released to amend the RFSQ to include provisions and forms necessary to finalize the RFSQ and to adhere to County policy. All four addenda have been incorporated in the revised RFSQ, and posted in the Los Angeles County Purchasing and Contracts Webpage (<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>), to simplify the reviewing process of the RFSQ. Due to the website's system limitation on size and document availability, the original RFSQ was removed from the website and replaced with this Notice. If you wish to obtain and review the original solicitation, please contact the contract analysts listed below.

The following changes and/or additions have been incorporated in the revised RFSQ, CMS #07-075.

"To Enrich Lives Through Effective and Caring Service"

PART A: OVERVIEW

1. To change the name of the assigned Contract Analyst, Section 3.0, ESC SERVICES APPLICANT CONFERENCES – QUESTIONS AND ANSWERS of Part A, is deleted in its entirety and replaced to read as follows:

3.0 QUESTIONS AND ANSWERS

- 3.1 ESC Services Applicants may submit written questions regarding this RFSQ by mail, fax, e-mail, or in-person to the Contract Analysts identified below. Telephone inquiries will not be accepted.

Margaret Wong, Contract Analyst
Beatriz Meza, Contract Analyst
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020
Fax: (213) 637-2554
Email address: wongmf@dcfs.lacounty.gov or mezab@dcfs.lacounty.gov

- 3.2 When submitting questions, please specify the RFSQ part and section number, paragraph number, page number, and quote the passage that prompted the question. This will help ensure accurate answers to your questions.

2. To correct a scrivener's error, renumber the second Subsection 4.3 following Subsection 4.4 to 4.5.
3. To revise the deadline date and to correct a scrivener's error, the second Subsection 4.4 of Part A – Overview is deleted in its entirety and replaced to read as follows:
 - 4.6 Contracts are subject to approval by the County Board of Supervisors, which is the ultimate authority to approve and execute contracts on behalf of the County of Los Angeles. On September 16, 2008, the County Board of Supervisors delegated this authority to the Department Head of DCFS to execute subsequent contracts as long as (a) sufficient funding is available; and (b) prior County Counsel approval is obtained. The contract shall start from the date of execution by the Department Head through September 30, 2011 with one six-month extension, expiring on March 31, 2012.
4. To clearly identify the bed availability rate of the teen mom bed and infant crib category, Subsection 5.1 of Part A is deleted in its entirety and replaced to read as follows:

5.1 Bed Availability Rate

The DCFS will make the final determination of the number of beds each qualified ESC Services Applicant must make available under any awarded contract. The Bed Availability Rates to be paid to ESC Services Provider are as follows:

<i>The County will pay:</i>
\$300 per month for each bed you hold available for Children Ages 0-12
\$400 per month for each bed you hold available for Youth Ages 13-17
\$400 per month for each bed you hold available for Sibling Groups Ages 0-17 (A 4-bed minimum is required)
\$600 per month for each set of <u>a bed and a crib</u> you hold available for a Teenage Mother and her Infant

5. To revise the deadline date, Subsection 9.1 of Part A is deleted in its entirety and replaced to read as follows:

9.1 The deadline for the subsequent SOQ submission period is July 29, 2011.

6. To remove outdated information, Subsection 9.2, Initial SOQ Submission Period is deleted in its entirety and replaced to read as follows:

9.2 INTENTIONALLY OMITTED

7. To incorporate the extension period, Subsection 9.3 of Part A is deleted in its entirety and replaced to read as follows:

9.3 **Subsequent SOQ Submission Period:** The last day to submit an SOQ is July 29, 2011, by 5:00 p.m., unless closed earlier at the discretion of the County.

- SOQs submitted between February 1, 2011 and June 30, 2011 may be recommended for one (1) 3, 4, 5 or 6-month contract (actual months will vary depending on time SOQ was submitted) and one (1) six-month extension contract.
- SOQs submitted after June 30, 2011 but before July 29, 2011, by 5:00 P.M may be recommended for the six-month extension contract period.

PART B: GENERAL INFORMATION

1. To update the name of the Contracts Administration Division manager, Subsection 1.1 of Part B is deleted in its entirety and replaced to read as follows:

- 1.1 Unless otherwise instructed in this RFSQ, any contact regarding or related to this RFSQ must be in writing and directed to the following:

Armand Montiel, Assistant Division Chief
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

2. To adhere to County Code 2.206, Section 22.0 to Part B is added to read as follows:

22.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

22.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Tax Program Ordinance, in Part J, Appendix 3, and the pertinent provisions of the SAMPLE CONTRACT, PART G, Sections 62.0 and 63.0, 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.

22.2 Prospective contractors 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, Form 17 of Part 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-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

PART C: INSTRUCTIONS TO ESC SERVICES APPLICANTS

1. To obtain certification of compliance with the County's Defaulted Property Tax, add the following to Subsection 1.3

Form 17 Certification of Compliance with the County's Defaulted Property Tax
ESC Services Applicant must complete and sign Form 17 to certify that he/she is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 or are exempt from this Program.

2. To extend the deadline date, Subsection 2.1 of Part C is deleted in its entirety and replaced to read as follows:
 - 2.1 The deadline for the subsequent SOQ submission period is July 29, 2011.
3. To delete non applicable subsections and to realign the numbering, delete in its entirety Subsections 2.2 and 2.3 of Part C and renumber Subsections 2.4 through 2.12 to 2.2 to 2.10.
4. To correct a scrivener's error, Subsection 2.12 of Part C is deleted in its entirety and replaced to read as follows:
 - 2.10 It is the sole responsibility of the ESC Services Applicant to ensure that the SOQ it submits in response to this RFSQ is received by DCFS. ESC Services Applicants shall bear all risks associated with delivery by any person or entity, including the U.S. Mail. Hand-delivered SOQs are accepted Monday through Friday, 8:00 A.M. to 5:00 P.M., except holidays. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

PART D: STATEMENT OF QUALIFICATIONS (REQUIRED FORMS)

In order to comply with County Code 2.206:

1. Add title "Form 17, Certification of Compliance with the County's Defaulted Property Tax" below Form 16 of the Required Forms Checklist (Revised)
2. Add Form 17, to Part D of this RFSQ as follows:
 - Form 17, Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Attachment A)

PART E: SOQ REVIEW AND SELECTION

1. To remove outdated information, Subsection 1.1 of Part E is deleted in its entirety and replaced to read as follows:
 - 1.1 SOQs submitted between February 1, 2011 and July 30, 2011 shall be processed in accordance with the procedures listed in 1.2 through 1.8 below. ESC Services Applicant may be contacted during the review process to clarify issues related to their SOQ.
2. To remove a protest phase that is no longer applicable, Subsection 3.3 of Part E is deleted in its entirety and replaced to read as follows:

3.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of a Disqualified SOQ (Refer to Part E, Section 5.0)
3. To remove outdated information, Section 4.0, SOLICITATION REQUIREMENTS REVIEW is deleted in its entirety and replaced to read as follows:

4.0 INTENTIONALLY OMITTED
 4. To correct a scrivener's error, renumber Section 7.0, NOTIFICATION OF AWARD and its Subsections to Section 6.0 and its subsequent Subsections to 6.1, 6.2, 6.3, 6.4, and 6.5.
 5. To correct a scrivener's error, renumber Section 8.0, FORMAL APPROVAL OF CONTRACT and its Subsections to Section 7.0 and its subsequent Subsections to 7.1, 7.2, and 7.3.

PART F: PROTEST POLICY FORMS

1. To remove a protest phase that is no longer applicable, delete "Transmittal Form to Request an RFSQ Solicitation Requirement Review."

PART G: SAMPLE CONTRACT

1. Add Sections 62.0, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM; 63.0, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM; and Attachment M, CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM to the Table of Contents of Part G, SAMPLE CONTRACT.
2. To update the contract sum to include the six month extension period, Section 2.0 Term is deleted in its entirety and replaced to read as follows:
 - 2.1 The term of this Contract shall commence from date of execution by the Department Head of the Department of Children and Family Services, and shall expire on September 30, 2011, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
 - 2.2 The term of this contract shall be extended for an additional six (6) months, from October 1, 2011 through March 31, 2012, to complete a solicitation or negotiation of a new contract, unless terminated earlier.

- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
3. To update the contract sum to include the six month extension period, Subsection is deleted in its entirety and replaced to read as follows:
 - 3.1 The Maximum Annual Contract Sum payable under this Contract is ~~XXXXXXXX~~, the Maximum Annual Contract Sum for the six (6) month extended period is ~~XXXXXXXX~~, and the Maximum Contract Sum payable under this Contract is ~~XXXXXXXX~~, for the number of available Emergency Shelter Care (ESC) Services beds specified in Exhibit A-4, Emergency Shelter Care Services Capacity Agreement, and at the rate(s) specified in Exhibit A-3, Pricing Schedule - Emergency Shelter Care Services Bed Rates.
4. Sections 62.0 and 63.0 to Part G, SAMPLE CONTRACT to adhere to County Code 2.206:

62.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 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.

62.2 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.

63.0 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 Section 62.0 "CONTRACTOR'S 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 COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

PART I: ATTACHMENTS TO SAMPLE CONTRACT

1. Add Attachment B to Part I, ATTACHMENTS TO SAMPLE CONTRACT

PART J: APPENDICES

1. Add Appendix 3, Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM (Attachment C)

The revised RFSQ is available for downloading at DCFS internet site, <http://www.lacdcfs.org/contracts/index.html> or at the Los Angeles County internet website, <http://camisvr.co.la.ca.us/lacobids/>.

Should you have any questions, please contact Margaret Wong, Contract Analyst at (213) 351-5556 or Beatriz Meza, Contract Analyst at (213) 351-3254.

Sincerely,



Armand Montiel, Assistant Division Chief
Contracts Administration Division

AM:KAF:CC:maw
Attachments (3)

**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:

Date: _____

**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:

Date: _____

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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.)

2.206.040 Required solicitation and contract language.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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,

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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.)