REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR AS-NEEDED

ECONOMIC CONSULTANT SERVICES

Prepared by

County of Los Angeles

Department of Beaches and Harbors

February 2, 2021

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS-NEEDED ECONOMIC CONSULTANT SERVICES

TABLE OF CONTENTS

Section		Page
1.0	**GENERAL INFORMATION**	**1**
1.1	SCOPE OF WORK	1
1.2	OVERVIEW OF SOLICITATION DOCUMENT	2
1.3	TERMS AND DEFINITIONS	3
1.4	VENDOR'S MINIMUM MANDATORY QUALIFICATIONS	3
1.5	MASTER AGREEMENT PROCESS	4
1.6	MASTER AGREEMENT TERM	4
1.7	COUNTY RIGHTS AND RESPONSIBILITIES	5
1.8	DIRECTOR TO INTERPRET RFSQ	5
1.9	CONTACT WITH COUNTY PERSONNEL	5
1.10	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	6
1.11	COUNTY OPTION TO REJECT SOQs	6
1.12	PROTEST PROCESS	6
1.13	NOTICE TO VENDORS REGARDING PUBLIC RECORDS ACT	7
1.14	INDEMNIFICATION AND INSURANCE	7
1.15	INTENTIONALLY OMITTED	8
1.16	INJURY AND ILLNESS AND PREVENTION PROGRAM (IIPP)	8
1.17	BACKGROUND AND SECURITY INVESTIGATIONS	8
1.18	CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS	8
1.19	CONFLICT OF INTEREST	8
1.20	DETERMINATION OF VENDOR RESPONSIBILITY	9
1.21	VENDOR DEBARMENT	13
1.22	VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM	15
1.23	GRATUITIES	13
1.24	NOTICE TO VENDORS REGARDNG THE COUNTY LOBBYIST ORDINANCE	13
1.25	FEDERAL EARNED INCOME CREDIT	14
1.26	CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT	14
1.27	COUNTY'S QUALITY ASSURANCE PLAN	15

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS-NEEDED ECONOMIC CONSULTANT SERVICES

TABLE OF CONTENTS

Section **Page**

1.28 RECYCLED BOND PAPER 15
1.29 SAFELY SURRENDERED BABY LAW 15
1.30 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS 15
1.31 JURY SERVICE PROGRAM 16
1.32 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM.... 18
1.33 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROMPT PAYMENT PROGRAM 19
1.34 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY 19
1.35 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM 19
1.36 DEFAULTED PROPERTY TAX REDUCTION PROGRAM 20
1.37 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM 21
1.38 TIME OFF FOR VOTING 22
1.39 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY OF HUMAN TRAFFICKING 22
1.40 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER 23
1.41 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES 23
1.42 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) 24

2.0 INSTRUCTIONS TO VENDORS 25
2.1 COUNTY RESPONSIBILITY 25
2.2 TRUTH AND ACCURACY OF REPRESENTATIONS 25
2.3 RFSQ TIMETABLE 25
2.4 SOLICITATION REQUIREMENTS REVIEW 26
2.5 VENDORS' QUESTIONS 26
2.6 PREPARATION AND FORMAT OF THE SOQ 27
2.7 SOQ SUBMISSION 34

TABLE OF CONTENTS

Section **Page**

2.8 SOQ WITHDRAWALS 34
2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT ... 34

3.0 SOQ REVIEW/SELECTION QUALIFICATION PROCESS 35
3.1 REVIEW PROCESS 35
3.2 DISQUALIFICATION REVIEW 36
3.3 SELECTION/QUALIFICATION PROCESS 37
3.4 MASTER AGREEMENT AWARD 37

APPENDICES

APPENDIX A: Sample Master Agreement
APPENDIX B: Required Forms
APPENDIX C: Transmittal Form to Request a Solicitation Requirements Review
APPENDIX D: County of Los Angeles Policy on Doing Business with Small Business
APPENDIX E: Listing of Contractors Debarred in Los Angeles County
APPENDIX F: IRS Notice 1015
APPENDIX G: County's Administration

EXHIBITS

EXHIBIT A: Work Order
EXHIBIT B: Jury Service Ordinance
EXHIBIT C: Defaulted Property Tax Reduction Program Ordinance
EXHIBIT D: Safely Surrendered Baby Law
EXHIBIT E: Scope of Work
EXHIBIT F: Contractor Acknowledgment & Confidentiality Agreement

1.0 GENERAL INFORMATION

1.1 SCOPE OF WORK

The Los Angeles County Department of Beaches and Harbors (Department) is issuing this Request for Statement of Qualifications (RFSQ) to seek one or more qualified and experienced economic consultant(s) to assist the Department's staff in managing real property assets in Marina del Rey and on County-owned, controlled or managed beaches on an as-needed basis. The consulting work requires the consultant(s) to analyze, evaluate and present financial and economic data; to assist in structuring lease extension fees, rent credits, option payments and other financial aspects of new and restructured ground leases; to participate in lease negotiations; to present expert testimony; to support County staff in presentations to lessees, governing bodies, advisory commissions and planning boards; and to provide professional services and staff support for the Department's planning, construction, asset management, development and redevelopment activities.

While the County has entered into ground leases with developers that cover substantial portions of the Marina del Rey harbor, it has retained ownership and control over the seawall, public beaches, parks, roads, parking lots, boat storage yard, anchorages, directory signs, administration buildings within the harbor and the submerged areas inside the main channel. The more than 50 ground leases include hotel, restaurant, office, residential, retail, harbor, parking and concession uses.

Qualified Vendors may submit a Statement of Qualifications (SOQ) for the requested services provided the minimum qualifications prescribed in this RFSQ are met.

1.2 OVERVIEW OF SOLICITATION DOCUMENT

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
  - **A - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
  - **B - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
  - **C - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - **D - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County Code.
  - **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
  - **F - IRS NOTICE 1015:** Provides information on Federal Earnings Income Credit.
  - **G - COUNTY ADMINISTRATION:** Listing of County personnel with authority to act for the County in the administration of the Contract.

EXHIBITS

A - WORK ORDER

B - JURY SERVICE ORDINANCE

C - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

D - SAFELY SURRENDERED BABY LAW

E - SCOPE OF WORK

F – CONTRACTOR ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

1.3 TERMS AND DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Master Agreement, Section 2.0, Definitions.

1.4 VENDOR'S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below are invited to submit an SOQ.

- Vendors and/or their principal owners must have a minimum of five years' experience in economic consultation and providing expert advice in areas of public and private entities engaged in the development, purchase, sale, and leasing of commercial real property;
- Vendors must have five years of demonstrated experience in the negotiation of long-term ground leases of mixed use land owned by a governmental agency in a coastal region within the last ten years;
- If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six 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 County; and

- Vendors must complete and return required Forms P-1 through P-17 with the SOQ submittal.

1.5 MASTER AGREEMENT PROCESS

The objective of this RFSQ process is to secure one or more qualified Vendors to provide as-needed economic consultant services. Specific tasks, deliverables, etc. will be determined at the time the Department requests Work Order bids.

1.5.1 Master Agreements will be executed with all Vendors determined to be qualified and meet the minimum qualifications in Sub-paragraph 1.4.

1.5.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions to provide as-needed economic consultant services under Work Orders to be issued by the County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

1.5.3 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant or guarantee that County will utilize any particular Contractor's services or any services at all, during the term of the Master Agreement.

1.6 MASTER AGREEMENT TERM

1.6.1 It is anticipated that the Master Agreement recommended to the Board of Supervisors (Board) shall be for a period of three years with four one-year renewal options. Renewal options may be exercised with each Contractor at the sole discretion of the Director.

1.6.2 County will be continuously accepting SOQ's throughout the duration of

the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Director of the Department of Beaches and Harbors or designee and expire June 30, 2028, unless sooner extended or terminated.

1.7 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County 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.

1.8 DIRECTOR TO INTERPRET RFSQ

Should there be any uncertainty, ambiguity, or discrepancy in the terms of the RFSQ or any dispute about their meaning or applicability, the Director shall be consulted and will interpret them. The Director's interpretation shall be binding upon all parties. Should any Vendor rely on any provision of the RFSQ that is alleged or determined to be uncertain or ambiguous without referring the matter for resolution to the Director, the Vendor does so at his or her own risk.

1.9 CONTACT WITH COUNTY PERSONNEL

All contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Angelica Vicente, Administrative Services Manager I

Contracts@bh.lacounty.gov

As-Needed Economic Consultant Services RFSQ (in subject line)

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor'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/.

1.11 COUNTY OPTION TO REJECT SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any costs incurred by the Vendor in connection with the preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 PROTEST PROCESS

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

1.12.3 Grounds for Review

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

- Review of Solicitation Requirements Review (Reference Sub-paragraph 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference Sub-section 3.2 in the SOQ Review/Selection/Qualification Section)

1.13 NOTICE TO VENDORS REGARDING PUBLIC RECORDS ACT

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret", "Confidential", or "Proprietary."

1.13.2 The County 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 SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets", "Confidential," or "Proprietary" in nature.**

1.14 INDEMNIFICATION AND INSURANCE

Vendor shall be required to comply with the Indemnification provisions contained in Appendix A, Sample Master Agreement, Sub-section 8.22. Vendor shall

procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Master Agreement, Sub-sections 8.23 and 8.24.

1.15 INTENTIONALLY OMITTED

1.16 INJURY AND ILLNESS AND PREVENTION PROGRAM (IIPP)

Vendor 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.

1.17 BACKGROUND AND SECURITY INVESTIGATIONS

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

1.18 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-section 7.4 and the Independent Contractor Status provision contained in Sub-section 8.21 in Appendix A, Sample Master Agreement.

1.19 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor 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 B,

Required Forms, Form P-9, Certification of No Conflict of Interest.

1.20 DETERMINATION OF VENDOR RESPONSIBILITY

1.20.1 A responsible Vendor is a Vendor 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 Vendors.

1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, 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 Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor 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 Vendor'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.

1.20.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department

shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 VENDOR DEBARMENT

1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor 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 Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor's quality, fitness or capacity to perform a contract by 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.

1.21.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of

the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.21.4 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.

1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.

1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.

1.21.7 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 shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21.9 Appendix E 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.

1.22 VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Contractors 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 Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 GRATUITIES

1.23.1 Attempt to Secure Favorable Treatment

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

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County 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 Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.24 NOTICE TO VENDORS REGARDNG 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 Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. 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 Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix B, Required Forms, Form P-11, as part of their SOQ.

1.25 FEDERAL EARNED INCOME CREDIT

The Contractor(s) 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. Reference, Appendix F.

1.26 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration of a Master Agreement, Vendors 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 they meet the minimum qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement. Vendors shall complete and return the form, Attestation of Willingness to Consider

GAIN/GROW Participants, as set forth in Appendix B, Required Forms, Form P-10, as part of their SOQ.

1.27 COUNTY'S QUALITY ASSURANCE PLAN

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will monitor the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 RECYCLED BOND PAPER

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Master Agreement, Sub-section 8.38.

1.29 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit D (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

1.30 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

1.30.1 The County has multiple programs that address small businesses. The

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.

1.30.2 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 Sub-section 1.32 of this Section.

1.30.3 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 Sub-section 1.31 of this Section.

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

1.31 JURY SERVICE PROGRAM

The prospective Master Agreement 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, Exhibit B, and the pertinent jury service provisions of Appendix A, Sample Master Agreement, Sub-section 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 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.

1.31.2 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 of 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.

1.31.3 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 Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix B, Required Forms, Form P-8, 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.

1.32 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

1.32.1 In reviewing Work Order Bids, the County will give LSBE preference 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 Affair's (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 DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at http://dcba.lacounty.gov.

1.32.3 Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.32.4 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 https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

1.33 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROMPT PAYMENT PROGRAM

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.34 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Vendor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Vendor on Form P-1, Vendor's Organization Questionnaire/Affidavit and CBE Information, Appendix B, Required Forms. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

1.35.1 In reviewing Work Order Bids, the County 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 DCBA as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Paragraph 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.35.4 Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov.

1.36 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 Property Tax Reduction Program, Exhibit C, and the pertinent provisions of the Sample Master Agreement, Appendix A, Sub-sections 8.50 and 8.51, 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. Vendors 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 P-14, Appendix B, 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).

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

1.37 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

1.37.1 In reviewing Work Order Bids, the County 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.

1.37.2 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 Paragraph 1.37.1, 1 or 2 above.

1.37.3 Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.37.4 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 https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

1.37.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: https://www.va.gov/osdbu/.

1.38 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.

1.39 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY OF 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 Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Form P-13, Zero Tolerance Policy on Human Trafficking Certification, Appendix B, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Sub-section 8.53, Compliance with County's Zero Tolerance Policy on Human Trafficking, Appendix A, Sample Master Agreement.

Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

1.40 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

1.40.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.40.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

1.40.3 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.

1.40.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.41 VENDOR'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 P-17, Compliance with Fair Chance Employment Hiring Practices Certification, Appendix B, Required Forms, certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.42 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 COUNTY RESPONSIBILITY

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

2.2 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ TIMETABLE

The timetable for this RFSQ is as follows:

EVENT	DATE/TIME
Release of RFSQ	February 2, 2021
Request for Solicitation Requirements Review Due	February 16, 2021
Written Questions Due	February 16, 2021, 5:00 p.m., Pacific Standard Time (PST)
Questions and Answers Released	February 23, 2021
SOQs Due	**March 3, 2021, 2:00 p.m., PST**

SOQ's due by March 3, 2021, 2:00 p.m., PST for initial qualification. The County will continue to accept SOQ's throughout the term of the Master Agreement. SOQ's received after the initial due date will be reviewed at a later date.

2.4 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C, Transmittal Form to Request a Solicitation Requirements Review, to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department'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 business days of the issuance of the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
   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 County not receiving the best possible responses from prospective Vendors.

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

2.5 VENDORS' QUESTIONS

Vendors may submit written questions regarding this RFSQ by e-mail to the individual identified below. All questions must be received by **February 16, 2021, 5:00 p.m., PST.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. When submitting questions, please specify the RFSQ section number, paragraph number, page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor. Questions should be addressed to:

Angelica Vicente, Administrative Services Manager I

Contracts@bh.lacounty.gov

As-Needed Economic Consultant Services RFSQ (in subject line)

2.6 PREPARATION AND FORMAT OF THE SOQ

All SOQ's must be bound and submitted in the prescribed format. Any SOQs that deviates from this format may be rejected without review at the County's sole discretion. All SOQs and documents shall be type written in the English language and prepared using at least a 10-point font.

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

2.6.1 Cover Page

Vendor shall identify the RFSQ by title, firm's name and address, and the name, telephone number, fax number, and e-mail address of the person authorized to make representations for the Vendor and commit the Vendor to a Master Agreement.

2.6.2 Executive Summary

Vendor shall provide a summary of its SOQ including a broad understanding of the Vendor's approach, qualifications, experience and staffing.

2.6.3 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.6.4 Vendor's Qualifications

Demonstrate that the Vendor's organization has the experience to perform the required services. Include the following:

- Attach and list the staff member of your organization who holds degree(s) required for this RFSQ;

- Number of full-time workers employed; and
- Description of size and organizational structure of firm.

2.6.5 Required Forms

Include all forms identified in Appendix B – Required Forms:

1. **Form P1 - Vendor's Organization Questionnaire/Affidavit and CBE Information**

   The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit (Form P-1). **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.**

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

   If the below referenced documents are not available at the time of SOQ submission, Vendors 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 Vendor must submit the following documentation with the SOQ:

   (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 Vendor 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.

Pending Litigation and Judgments

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor. Failure to submit or fully completed this request may be grounds for disqualification.

2. **Form P-2 - Vendor's Staffing and Work Plan**

   Vendor shall submit a Staffing and Work Plan (Form P-2) with a listing of staff who will be providing the Master Agreement services, including the following:

   - Resumes of Vendor and Vendor's staff, including experience of key employees who will be responsible for planning, supervising and inspecting the work of the Master Agreement;

   - A narrative discussion of Vendor's approach to the services to be provided and how the experience of Vendor's staff is specifically related to the services Vendor is qualifying for, as described in Exhibit E, Scope of Services;

3. **Form P-3 - Vendor's Qualifications, Business and Financial Summary**

   Vendor shall demonstrate that its organization has the experience and capability to perform the required services. The following must be included:

   A. Proposer's Background and Experience

      A summary of relevant background information that the Vendor meets the minimum mandatory qualifications stated in Sub-section 1.4,

including:

- Summary description of Vendor's background and experience performing significant economic consultant services for governmental and/or private organizations;
- Five years of current or past projects/assignments demonstrating Vendor's experience in the negotiation of long-term ground leases of mixed use land owned by a governmental agency in a coastal region within the last ten years;
- Number of full-time workers employed;
- Description of size and organizational structure; and
- Vendor's proof of insurance requirements set forth in Appendix A, Master Agreement, Sub-sections 8.23 and 8.24, or letter from a qualified insurance carrier may be submitted with the SOQ indicating a willingness to provide the required coverage should the Vendor be awarded a Work Order.

B. Proposer's References

Vendor shall provide a listing of all contracts performed within the last five years, including County and other governmental entities. References provided on Form P-3 will be used to verify whether Vendor meets the required experience stated in Sub-section 1.4. Failure to document the years of experience as required in accordance with the Mandatory Minimum Requirements stated in RFSQ Sub-section 1.4 may be grounds for disqualification. County reserves the right to contact any reference of Proposer, listed or not listed. The submission of references shall constitute permission by the Proposer for the Department to check, verify, and have certified all information contained in such statements.

It is the Vendor's sole responsibility to ensure that the firm's name and point of contact's name, title, phone number and email address for each reference is accurate. Vendor's references listed on Form P-3 will be evaluated based on the information provided by the telephone

contact. At the Director's discretion, negative references may result in Vendor not being recommended for award of Master Agreement. County may disqualify a Vendor if:

- References fail to substantiate Vendor's description of the services provided;
- References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled services;
- The Department is unable to reach the point of contact with reasonable effort (8:00 a.m. to 5:00 p.m., Monday through Friday). It is the Vendor's sole responsibility to inform the point of contact of the working hours when the reference checks will occur. False statements may be cause for disqualification or debarment.

4. Form P-4 - Prospective Contractor List of Contracts

Complete the Prospective Contractor List of Contracts (Form P-4). The listing must include all Public Entities contracts for the last three years. Use additional sheets if necessary.

5. Form P-5 - Prospective Contractor List of Terminated Contracts

Complete the Prospective Contractor List of Terminated Contracts (Form P-5). The listing must include contracts terminated within the past three years with a reason for the termination.

6. Form P-6 - Quality Control Plan

Vendor shall complete a comprehensive Quality Control Plan (Form P-6) to be utilized by the Vendor as a self-monitoring tool to ensure the required services are provided.

7. Form P-7 - Vendor's EEO Certification

The Vendor shall complete and sign the Vendor's Certification (Form P-7) and submit it as part of the SOQ.

8. **Form P-8 - Contractor Employee Jury Service Program Certification Form and Application for Exemption**

   Vendor shall complete and sign the Contractor Employee Jury Service Program Certification Form and Application for Exception (Form P-8).

9. **Form P-9 - Certification of No Conflict of Interest**

   Vendor shall complete and sign the Certification of No Conflict of Interest Form (Form P-9).

10. **Form P- 10 - Attestation of Willingness to Consider GAIN/GROW Participants**

    Vendors shall complete and sign the Attestation of Willingness to Consider GAIN/GROW Participants Form (Form P-10).

11. **Form P-11 - Familiarity with the County Lobbyist Ordinance Certification**

    Vendor shall complete and sign the Familiarity with the County Lobbyist Ordinance Certification (Form P-11).

12. **Form P -12 - Request for Preference Program Consideration**

    The Vendor shall complete and sign the Request for Preference Program Consideration (Form P-12) if requesting one of the County's preference programs. **Preference may not be considered without the appropriate certification attached to Form P-12.**

13. **Form P-13 - Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

    Complete (Form P-13), Zero Tolerance Policy on Human Trafficking Certification, certifying that Vendor is in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 1.39, Compliance with County's Zero Tolerance Policy on Human

Trafficking of this RFSQ.

14. **Form P-14 - Certification of Compliance with the County's Defaulted Property Tax Reduction Program**

    Vendor shall complete and return the Certification of Compliance with the County's Defaulted Property Tax Reduction Program.

15. **Form P-15 - Contractor's Administration**

    The Vendor shall complete Contractor's Administration (Form P-15), and designate the Contract Representative, who shall be responsible for overall management and coordination of Contract work and any authorized officials of the Contractor.

16. **Form P-16 - Vendor's Certification of Compliance with County's Master Agreement Provision Re Employee Conflicts**

    Vendor shall complete and sign the Certification of Compliance with County's Master Agreement Provision Re Employee Conflicts (Form P-16).

17. **Form P-17 - Compliance with Fair Chance Employment Hiring Practices Certification**

    Complete Form P-17, Fair Chance Employment Hiring Practices Certification, certifying compliance with fair chance employment hiring practices as defined in Sub-section 1.41 of the RFSQ.

Signature Page of Master Agreement

Vendor shall sign and include the signature page of the Master Agreement with its SOQ submittal.

Acknowledgement of Addenda Received

Vendor shall acknowledge any addenda received in accordance with Section 1.7 of the RFSQ.

2.7 SOQ SUBMISSION

INITIAL DEADLINE FOR RECEIPT OF THE SOQ IS MARCH 3, 2021, 2:00 p.m.

The SOQ will only be accepted by email. The SOQ must be emailed, in PDF format, by the deadline date and time and delivered as follows:

- Email SOQs to: Contracts@bh.lacounty.gov
- Email shall include the heading: AS-NEEDED ECONOMIC CONSULTANT SERVICES RFSQ

Emailed SOQs that are time stamped after 2:00 p.m. by the stated date and time will be reviewed at a later date. Vendors who submit a SOQ by facsimile (fax), mail (USPS mail, FedEx, etc.) will be rejected without review at the County's sole discretion.

2.8 SOQ WITHDRAWALS

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the Director of the Department.

2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT

Vendors understand and agree that submission of the SOQ constitutes acknowledgment and acceptance of, and a willingness to comply with, all terms and conditions of Appendix A, Sample Master Agreement.

3.0 SOQ REVIEW/SELECTION QUALIFICATION PROCESS

3.1 REVIEW PROCESS

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review the Vendor's Organization and Questionnaire/Affidavit and CBE Information and Business and Financial Summary, Forms P-1 and P-3 of Appendix B, Required Forms, and determine if the Vendor meets the minimum mandatory qualifications as outlined in Sub-section 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications

County's review shall include the following:

- Vendor's Background and Experience as provided in Forms P-1 and P-3 of the SOQ.
- Vendor's References as provided in Form P-3 of the SOQ. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Paragraph 2.6.5, Vendor's Organization Questionnaire/Affidavit (Form P-1).

3.1.3 Required Forms

All forms identified in Paragraph 2.6.5 and included in Appendix B must be submitted with the SOQ.

3.1.2 Proof of Insurability

Review the proof of insurability provided in the SOQ.

3.1.5 Proof of Licenses

Review the proof of licenses provided in the SOQ.

3.2 DISQUALIFICATION REVIEW

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor 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 Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that the Department'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 Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 SELECTION/QUALIFICATION PROCESS

The Department will generally select Vendors that have experience in providing a broad range of as-needed economic consultant services. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may execute Master Agreements with Vendors that provide a more narrow scope of services in highly specialized areas.

3.4 MASTER AGREEMENT AWARD

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors will be informed of the final selections.

APPENDICES

APPENDIX A: Sample Master Agreement

APPENDIX B: Required Forms

APPENDIX C: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX D: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX E: Listing of Contractors Debarred in Los Angeles County

APPENDIX F: IRS Notice 1015

APPENDIX G: County's Administration

APPENDIX A

SAMPLE MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES,

AND

(CONTRACTOR)

FOR

AS-NEEDED ECONOMIC CONSULTANT SERVICES

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED ECONOMIC CONSULTANT SERVICES

TABLE OF CONTENTS

Section		Page
RECITALS		**1**
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF MASTER AGREEMENT	6
5.0	CONTRACT SUM	7
6.0	ADMINISTRATION OF MASTER AGREEMENT - COUNTY	11
7.0	ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	12
8.0	**STANDARD TERMS AND CONDITIONS**	14
8.1	CHANGE NOTICES AND AMENDMENTS	14
8.2	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	15
8.3	AUTHORIZATION WARRANTY	16
8.4	COMPLAINTS	16
8.5	COMPLIANCE WITH APPLICABLE LAW	17
8.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	18
8.7	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	18
8.8	CONFLICT OF INTEREST	20
8.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.10	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	21
8.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	22
8.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	25
8.13	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	25
8.14	COUNTY'S QUALITY ASSURANCE PLAN	26
8.15	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	27
8.16	EMPLOYMENT ELIGIBILITY VERIFICATION	27
8.17	FACSIMILE REPRESENTATIONS	28
8.18	FAIR LABOR STANDARDS	28
8.19	FORCE MAJEURE	28
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	29

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED ECONOMIC CONSULTANT SERVICES

TABLE OF CONTENTS

Section		Page
8.21	INDEPENDENT CONTRACTOR STATUS	29
8.22	INDEMNIFICATION	30
8.23	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	31
8.24	INSURANCE COVERAGE	36
8.25	LIQUIDATED DAMAGES	37
8.26	MOST FAVORED PUBLIC ENTITY	38
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	39
8.28	NON EXCLUSIVITY	40
8.29	NOTICE OF DELAYS	41
8.30	NOTICE OF DISPUTES	41
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	41
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	41
8.33	NOTICES	42
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	42
8.35	PUBLIC RECORDS ACT	42
8.36	PUBLICITY	43
8.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	44
8.38	RECYCLED BOND PAPER	45
8.39	SUBCONTRACTING	46
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPORT COMPLIANCE PROGRAM	47
8.41	TERMINATION FOR CONVENIENCE	48
8.42	TERMINATION FOR DEFAULT	48
8.43	TERMINATION FOR IMPROPER CONSIDERATION	50
8.44	TERMINATION FOR INSOLVENCY	51
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	51
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	52
8.47	VALIDITY	52
8.48	WAIVER	52

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED ECONOMIC CONSULTANT SERVICES

TABLE OF CONTENTS

Section **Page**

8.49 WARRANTY AGAINST CONTINGENT FEES 53
8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 53
8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 53
8.52 TIME OFF FOR VOTING 54
8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING 54
8.54 PROPRIETARY RIGHTS 54
8.55 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES 54
8.56 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY 54
8.57 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) 54
9.0 UNIQUE TERMS AND CONDITIONS 56
9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM 56
9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM 58
9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM 59
9.4 EMPLOYEE CONFLICTS 60
9.5 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT 61
9.6 PATENT, COPYRIGHT AND TRADE SECRET IDEMNIFICATION 62

EXHIBITS

EXHIBIT A: WORK ORDER
EXHIBIT B: JURY SERVICE ORDINANCE
EXHIBIT C: DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE
EXHIBIT D: SAFELY SURRENDERED BABY LAY
EXHIBIT E: SCOPE OF WORK
EXHIBIT F: CONTRACTOR ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

RECITALS

This Master Agreement and Exhibits made and entered into this _____ day of _____, 20__ by and between the County of Los Angeles, Department of Beaches and Harbors hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide As-Needed Economic Consultant Services.

WHEREAS, the County may contract with private businesses for As-Needed Economic Consultant Services; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Economic Consultant Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Beaches and Harbors or authorized designee to execute and administer this Master Agreement.

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

Appendix B and Exhibits A, B, C, D, E and F are attached to and form a part of this Master Agreement. 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 Master Agreement, Appendix B and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits.

This Master Agreement, Appendix B and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-section 8.1 – Change Notices and Amendments and signed by both parties.

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.

Board, Board of Supervisors - The Board of Supervisors of Los Angeles County.

Business Days - The Department's business days are Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Chief Deputy - The Chief Deputy of the Department.

Contractor - The Vendor whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.

Contract Administrator (CA) - The Chief of the Asset Management Division of the Department or authorized representative.

Contractor's Representative - The person designated by the Vendor to represent the Vendor in matters related to performance of the Master Agreement.

County - The County of Los Angeles.

County Counsel - The Los Angeles County office of the County Counsel.

Department - The Los Angeles County Department of Beaches and Harbors.

Director - The Director of the Department.

Master Agreement - County's standard agreement executed between County and individual Contractors, which sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

Request for Statement of Qualifications (RFSQ) - Solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.

Statement of Qualifications (SOQ) - A Vendor's response to an RFSQ.

Statement of Work - A written description of tasks and/or deliverables desired by County for a specific Work Order.

Subcontractor - A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

Vendor(s) - The Vendor(s) whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.

Work Order - A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by qualified Contractors. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Work Orders shall generally conform to Exhibit A, which describes work to be performed on a fixed price per deliverable basis as determined by the County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order.

3.3 County procedures for issuing and executing Work Orders are set forth in this Section. Upon determination by the Department, requested As-Needed Economic Consultant Services will be utilized first by issuing a Work Order containing a Statement of Work to at least three qualified Contractors from the list. Each interested qualified Contractor contacted shall submit a bid to the Department within the timeframe specified in the Work Order. The County shall execute the Work Order with the lowest cost qualified Contractor unless the Work Order specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. County, in its sole discretion, may select a bid it deems to be in the overall best interest of the County.

3.4 Work Orders shall generally conform to Exhibit A, and shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order.

3.5 County reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis.

3.6 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Compensation as specified in the Work Order as originally written or modified in accordance with Sub-sections 4.3 or 8.1, Amendments, these

shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.7 County estimates that selection of any Contractor shall occur within seven (7) business days of the selected bid. Following selection, all Contractors selected must be available to meet with the Department on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of the Department's Contract Administrator or authorized designee.

3.8 County reserves the right, in its sole discretion, to cancel a Work Order solicitation at any point in the Work Order solicitation process. At no time will any Qualified Contractor be reimbursed for any cost associates with its participation in a canceled Work Order solicitation.

3.9 Contractor shall be responsible for monitoring any excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order it has submitted in response to a Work Order solicitation. County is not responsible for any payments in excess of the Work Order amount issued unless the Work Order was amended in accordance with Paragraph 8.1.3. A Notice to Proceed must be issued by the Department prior to commencement of any work.

3.10 In the event Contractor defaults three times under Sub-section 3.7 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-section 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

4.1 Initial Term

This Master Agreement is effective upon the date of its execution by the Director or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2024 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 Four One-Year Extension Options

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the best interest of the County to do so, he may grant up to four one-year extensions of the Master Agreement term. Each such extension shall be exercised at the sole discretion of the Director or his designee. The Director may exercise the first option by notifying the Contractor in writing before the Master Agreement expiration date. The Director may exercise the subsequent option years by notifying the Contractor in writing before the expiration of the preceding optional Master Agreement Year. Each such option and extension shall be exercised at the sole discretion of the Director or his designee.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.3 Extension to Complete Work Orders

The Director may extend the Master Agreement term or any optional Master Agreement Year on a month-to-month basis subject to the Master Agreement's terms and conditions, but only to allow the contractor to complete a Work Order approved before the expiration of the Master Agreement term or optional Master Agreement Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to

12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

4.4 Contractor to Notify County when it is within Six Months from Expiration of Term

The Contractor shall notify the County's Department of Beaches and Harbors (the "Department") when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department.

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum. The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments from the Contract Sum for As-Needed Economic Consultant Services may exceed the Contract Sum to the extent that funding is due from or held by the Marina Accumulative Capital Outlay fund, Departmental Trust Fund Accounts, a new or existing Capital Project, another County department, a lessee or other third party to reimburse the Department of Beaches and Harbors and/or County for its As-Needed Economic Consultant Services, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by Los Angeles County.

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 County's express prior written approval.

5.3 Increase of Contract Sum by Director

Notwithstanding Sub-section 5.1, the Director may increase the maximum amount payable under all Work Orders issued on this Master Agreement (as authorized by the Board of Supervisors) up to 10 percent in any year of the Master Agreement or any extension period to cover needed, increased services in the scope of the Master Agreement, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

5.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work as specified in an assigned Work Order issued under this Master Agreement.

Payment for all work shall be subject to the Total Maximum Compensation specified in each Work Order less any amounts assessed in accordance with Sub-section 8.25, Liquidated Damages.

Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work. County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.1 Submission of Invoices

The Contractor shall submit its invoice to the Department by the 15th of the month following the month work was performed. The Contractor shall submit two copies of each invoice. Each invoice submitted shall identify:

- County Master Agreement Number
- Itemized dates, hours and work performed
- Name of the Work Order
- Description of work performed
- Name of person who performed the work
- Hourly rate for person performing the work
- Total amount of invoice

5.5.2 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

5.5.3 Local Small Business Enterprises - Prompt Payment Program

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

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 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.

5.6.4 At any time during the duration of the agreement/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 the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-sections is designated in Appendix G. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

6.1.1 The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor. The MAPD is the approving authority for individual Work Order solicitations and executions. The MAPD, or authorized designee, shall prepare and issue Work Orders and any amendments thereto.

6.2 County's Contract Administrator

6.2.1 The responsibilities of the Contract Administrator include:

- Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- Coordinating and monitoring the work of Contractor personnel assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County's Contract Administrator is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Sub-section 8.1.

County's Contract Administrator is County's chief contact person with respect to the day-to-day administration of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Contract Representative

7.1.1 Contractor's Contract Representative shall be designated on Form P-15. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

7.1.2 Contractor's Contract Representative shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Contract Administrator on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) shall be designated on Form P-15, Appendix B, Required Forms. Contractor shall promptly notify County in writing of any change in the name(s), or address(es) of contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Representative. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Confidentiality

7.4.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Contractor shall indemnify, defend, and hold harmless County, 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 this Paragraph 7.4.2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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 County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement

from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without the Director's prior written approval.

7.4.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.4.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director or his/her authorized designee.

8.1.2 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

8.1.3 Changes to Subsequent Work Orders

For any changes which may affect the Statement of Work, Contractor's rates or deliverables, performance period, or assignment of Contractor's personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD and Contractor.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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 Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.4 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 County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County 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 Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

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

8.4.1 Within 10 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 5 business days of receiving the complaint.

8.4.6 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.

8.4.7 Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed 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 County in its sole judgment. Any legal defense

pursuant to Contractor's indemnification obligations under this Sub-section 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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 County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County 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 County without County's prior written approval.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Form P-7 – Contractor's EEO Certification, Appendix B, Required Forms.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Master Agreement 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 B and incorporated by reference into and made part of this Master Agreement.

8.7.2 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 paragraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 County, 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 Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the

provisions of this paragraph. The provisions of this 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 Master Agreement 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 County 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 County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County'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 paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 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 Master Agreement. 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 County. 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-section 8.8 shall be a material breach of this Master Agreement.

8.9 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 Master Agreement 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 Master Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 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 this Master Agreement, 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.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department 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 Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 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.
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 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreement 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.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

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

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County 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.

8.15.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 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 Master Agreement 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.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County 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 Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County 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 prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.18 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 County 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 County may be found jointly or solely liable.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, 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 paragraph as "force majeure events").

8.19.2 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 paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.19.3 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.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the internal 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement is by and between the County 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 County 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County 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.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. 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 Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in Sub-section 7.4, Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemitees”) 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this section and Sub-section 8.24 of this Master Agreement. 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 Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 County required endorsement forms.

- Neither the County's failure to obtain, nor the County'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 mailed or emailed to:

  Los Angeles County Department of Beaches and Harbors
  4640 Admiralty Way, Suite 300
  Marina del Rey, CA 90292
  Contracts@bh.lacounty.gov

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County 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 County. County 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 County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs

as respects the County, 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.

8.23.10 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 Master Agreement. 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.

8.23.11 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.

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

The County 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 County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 INSURANCE COVERAGE

8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County 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

8.24.2 **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.

8.24.3 **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 County as the Alternate Employer. The written notice shall be provided to County 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. 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.

8.24.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or relating to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her 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 County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Master Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her 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 Director, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; 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 One Hundred Dollars ($100) per day per infraction, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.25.3 The action noted in Paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law, Paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 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.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Form P-7, Contractor's EEO Certification, Appendix B, Required Forms.

8.27.3 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.

8.27.4 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.

8.27.5 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 Master Agreement

or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-section 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices 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 County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County 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 Master Agreement.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.31 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, Appendix F.

8.32 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit D of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement 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 Form P-15, Contractor's Administration, Appendix B, Required Forms. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. 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 County 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.

8.35.2 In the event the County 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any such action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement 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 County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, 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 County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-section 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. The Contractor agrees that the County, 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 Master Agreement. 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 County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County'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 County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or

State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.37 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 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 Master Agreement.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County'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 County.

8.39.3 The Contractor shall indemnify, defend and hold the County 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.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

8.39.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 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 County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
4640 Admiralty Way, Suite 300
Marina del Rey, California 90292

before any Subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, 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 Master Agreement pursuant to Sub-section 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, 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.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement on the date and to the extent specified in such notice, and
- Deliver to County all completed work and work in progress, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Section 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Department's Director:

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master

Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement 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 County 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 Paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.41-Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-section 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee 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.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Master Agreement 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.

8.44.2 The rights and remedies of the County provided in this Sub-section 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement 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.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement 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.

8.50 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 Master Agreement will maintain compliance with Los Angeles County Code Chapter 2.206.

8.51 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-section 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master

Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 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.

8.53 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 Master Agreement. 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 Master Agreement.

8.54 PROPRIETARY RIGHTS

All materials obtained from or provided by the County, including but not limited to, designs, specifications, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, marks, logos, seals, and any other documents or information, shall remain the property of the County, including any and all rights, title, interest, proprietary and intellectual property rights (collectively, "County Provided Materials"). Contractor agrees that it will use County Provided Materials for the sole purpose of performing the work required pursuant to this Master Agreement, and for no other purpose, unless previously approved in writing by County. Contractor also agrees to take all necessary measures to protect the security and confidentiality of any County Provided Materials. The provision of this Paragraph 8.54 (Proprietary Rights) shall survive the expiration or other termination of the Master Agreement.

8.55 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, County may, in its sole discretion, terminate the Contract.

8.56 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.

8.57 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Master Agreement 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.

9.1.2 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.

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

9.1.4 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 Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County'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 10 percent of the amount of the work order; 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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

9.2.1 This Master Agreement 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.

9.2.2 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.

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

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

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

9.3.1 This Master Agreement 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.

9.3.2 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.

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

9.3.4 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 County any difference between the contract amount and what the County'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.

9.4 EMPLOYEE CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Master Agreement and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. Contractor certifies that it has disclosed to the County any potential or actual conflicts of the type described in this Sub-section 9.4 which existed as of the date hereof. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Master Agreement or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the

date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Master Agreement or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Master Agreement or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

9.5 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.5.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this agreement.

9.5.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

9.5.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary of confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently

marked by Contractor as “Proprietary” or “Confidential” on each appropriate page of any document containing such material.

9.5.4 County will use reasonable means to ensure that Contractor’s proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-county entities any such proprietary and/or confidential items without prior written consent of Contractor.

9.5.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.5.4 for any of Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.5.3 or for any disclosure which County is required to make under any state or Federal law or order of county.

9.5.6 All the rights and obligations of this Sub-section 9.5 shall survive the expiration or termination of this Master Agreement.

9.6 PATENT, COPYRIGHT AND TRADE SECRET IDEMNIFICATION

9.6.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs and expenses, including, but not limited to, defense costs and attorneys’ fees, for or by reason of any actual or alleged infringement of any third party’s patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor’s work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor’s defense and settlement thereof.

9.6.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County’s

continued use of such items is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product: or
- Replace the questioned equipment, part, or software product with a non-questioned item: or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.6.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by said Director of Beaches and Harbors or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____ 20__.

COUNTY OF LOS ANGELES

By _____
Director, Beaches and Harbors

CONTRACTOR

Signed_____

Printed: _____

Title: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By_____
Principal Deputy County Counsel

APPENDIX B

REQUIRED FORMS

REQUEST FOR STATEMENT OF QUALIFICATIONS
AS-NEEDED ECONOMIC CONSULTANT SERVICES

APPENDIX B
REQUIRED FORMS

FORM P-1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

FORM P-2 VENDOR'S STAFFING AND WORK PLAN

FORM P-3 VENDOR'S QUALIFICATIONS/ BUSINESS AND FINANCIAL SUMMARY

FORM P-4 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

FORM P-5 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

FORM P-6 VENDOR'S QUALITY CONTROL PLAN

FORM P-7 VENDOR'S EEO CERTIFICATION

FORM P-8 VENDOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

FORM P-9 CERTIFICATION OF NO CONFLICT OF INTEREST

FORM P-10 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

FORM P-11 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

FORM P-12 REQUEST PREFERENCE PROGRAM CONSIDERATION

FORM P-13 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

FORM P-14 CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

FORM P-15 CONTRACTOR'S ADMINISTRATION

FORM P-16 EMPLOYEE CONFLICTS

FORM P-17 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

SIGNATURE PAGE OF MASTER AGREEMENT

VENDOR'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 Vendor 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:

   _____

   _____

Vendor acknowledges and certifies that firm meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4 – Minimum Mandatory Requirements, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

☐ **Yes** ☐ **No** Vendors and/or their principal owners must have a minimum of five years' experience in economic consultation and providing expert advice in areas of public and private entities engaged in the development, purchase, sale, and leasing of commercial real property;

☐ **Yes** ☐ **No** Vendors must have five years of demonstrated experience in the negotiation of long-term ground leases of mixed use land owned by a governmental agency in a coastal region within the last ten years;

☐ **Yes** ☐ **No** Vendor must complete and return required Forms P-1 – P-17 with the SOQ;

☐ **Yes** ☐ **No** Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six 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 County.

I. <u>FIRM/ORGANIZATION INFORMATION</u>: 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: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following

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. <u>PERCENTAGE OF OWNERSHIP IN FIRM:</u> Please indicate by percentage (%) how <u>ownership</u> 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

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal 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.

PROPOSER NAME:	**COUNTY WEBVEN NUMBER:**
ADDRESS:	
PHONE NUMBER:	**E-MAIL:**
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	**CALIFORNIA BUSINESS LICENSE NUMBER:**
PROPOSER OFFICIAL NAME AND TITLE (PRINT):	
SIGNATURE	**DATE**

PENDING LITIGATION AND JUDGMENTS

JUDGMENTS WITHIN THE LAST FIVE YEARS			
NAME OF CASE	**COURT CASE ID#**	**COURT JURISDICTION**	**OUTCOME OF CASE**

PENDING LITIGATION			
NAME OF CASE	**COURT CASE ID#**	**COURT JURISDICTION**	**OUTCOME OF CASE/ CURRENT STATUS**

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for providing services on the Contract.

Attach each person's resume.

Position	Name	Experience	Responsibility
Contractor's Representative			
Other:			

1b. PRINCIPAL OWNER(S) OF VENDOR'S ORGANIZATION _____

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees who will be responsible for complying with the requirements of the Master Agreement.

TITLE	NUMBER	RESPONSIBILITIES

Attach additional pages if necessary.

2. **VENDOR'S APPROACH:** Provide a narrative discussion of Vendor's approach to the services to be provided and how the experience of Vendor's staff is specifically related to the services Vendor is qualifying for as described in Exhibit E, Scope of Services.

Attach additional pages if necessary.

PROPOSER'S REFERENCES AND BUSINESS SUMMARY

Proposer's Name: _____

1. PROPOSER'S BACKGROUND AND EXPERIENCE

Provide a summary of relevant background information demonstrating that the Vendor meets the minimum mandatory qualifications stated in RFSQ sub-paragraph 1.4, including:

- Vendors and/or their principal owners must have a minimum of five years' experience in economic consultation and providing expert advice in areas of public and private entities engaged in the development, purchase, sale, and leasing of commercial real property;
- Vendors must provide a narrative demonstrating five years of experience in the negotiation of long-term ground leases of mixed use land owned by a governmental agency in a coastal region within the last ten years;
- Vendor must complete and return required Forms P-1 – P-17 with the SOQ;
- Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six 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 County.

2. How many full-time employees does your firm employ? _____

3. Attach an organizational chart or describe the organization of your firm (Indicate N/A if you are an individual consultant)

4. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Sections 8.23 and 8.24 of the Master Agreement.

5. ADDITIONAL INFORMATION. (Attach additional pages if necessary):

6. PROPOSER'S REFERENCES

Provide a listing of all contracts performed within the last five years, including County and other governmental entities. Failure to document the years of experience as required in accordance with the Mandatory Minimum Requirements stated in RFSQ sub-paragraph 1.4, may be grounds for disqualification. County reserves the right to contact any reference of Proposer, listed or not listed.

Start of Contract	End of Contract	Name of Firm	Address of Firm	Contact Person	Contact's Phone No.	Contact's Email Address

Attach additional pages if needed.

Signature:_____ Title:_____

Date:_____

Form P-4

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 #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

Form P-5

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name:_____

List of all contracts that have been terminated within the past three (3) years.

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

Form P-6

QUALITY CONTROL PLAN

Vendor shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Master Agreement. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the work requirements.
    - A plan for reviewing the work of Vendor and Vendor's employees and ensuring its accuracy and compliance with professional standards;
    - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
    - The methods for identifying and preventing unsatisfactory performance of the work.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?

3. Describe the steps taken to correct deficiencies reported by the Department.

4. Describe your response time to complaints received from the Department.

5. Describe your documentation methods of all monitoring results, including any corrective action taken.

6. Provide samples of forms to be used in monitoring.

7. If available, please attach your firm's written quality control plan.

PROPOSER'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 Proposer 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. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	( )	( )

_____ _____
Signature Date

_____
Name and Title of Signer (Please Print)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, 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 proposer is given an exemption 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:

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 proposals 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.

_____
Vendor Name

_____
Vendor Official Title

_____
Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor 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, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor'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 and BSERVICES@WDACS.LACOUNTY.GOV.

Vendors unable to meet this requirement shall not be considered for contract award.
Vendor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County)/ _____NO

B. Vendor is willing 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 Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor 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 Vendor's organization have and will comply with it during the proposal process; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

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

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **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 to 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

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 Section 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:

Form P-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 Vendor/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 Vendor/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 Vendor/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: _____

Form P-15

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACTOR'S CONTRACT REPRESENTATIVE:

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: _____

VENDOR'S CERTIFICATION OF COMPLIANCE WITH COUNTY'S MASTER AGREEMENT PROVISION RE EMPLOYEE CONFLICTS

The Vendor/Proposer certifies that:

□ Vendor/Proposer is familiar with the requirements of Section 9.4, Employee Conflicts, of the Master Agreement **and** is **not** currently, or has not within the last five years, employed on behalf of any person, entity, or lessee that has an existing interest pertaining to real property within Marina del Rey in Los Angeles County;

-- OR –

□ Vendor/Proposer is currently, or within the last five years had been, employed on behalf of a person, entity, or lessee having an existing interest pertaining to real property within Marina del Rey in Los Angeles County, as identified just below:

LIST ANY PERSON/ENTITY/LESSEE YOU CURRENTLY ARE OR HAVE BEEN EMPLOYED BY WITHIN THE LAST FIVE YEARS

Person/Entity/Lessee	Project	Beginning Date of Project	Current Status of Project

Additionally, Vendor/Proposer certifies that:

□ Vendor/Proposer is not currently performing work with respect to any beach within Los Angeles County;

-- OR –

□ Vendor/Proposer is currently, or within the last five years had been, performing work with respect to a beach within Los Angeles County, as identified just below:

LIST ANY LOS ANGELES COUNTY BEACH PROJECTS YOU CURRENTLY ARE, OR HAVE BEEN EMPLOYED BY WITHIN THE LAST FIVE YEARS

Beach	Project	Beginning Date of Project	Current Status of Project

VENDOR'S CERTIFICATION OF COMPLIANCE WITH COUNTY'S MASTER AGREEMENT PROVISION - EMPLOYEE CONFLICTS

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:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email 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 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:

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of Beaches and Harbors Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____ 20__.

COUNTY OF LOS ANGELES

By _____
Director, Beaches and Harbors

CONTRACTOR

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By_____
Deputy County Counsel

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

D Application of **Minimum Requirements**

D Application of **Business Requirements**

D Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by: _____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE 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.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2019)

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 whose wages 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 2019 are less than $55,952 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2020.

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 download copies of the notice at *www.irs.gov/FormsPubs*. Or you can go to *www.irs.gov/OrderForms* to order it.

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of $800, he or she must file a 2019 tax return to get the $800 refund.

Appendix G

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name:	Amy Caves
Title:	Deputy Director
Address:	13837 Fiji Way
	Marina del Rey, CA 90292
Telephone:	(424) 526-7773
Email Address:	Acaves@bh.lacounty.gov

COUNTY'S CONTRACT ADMINISTRATOR

Name:	Steve Penn
Title:	Division Chief
Address:	13837 Fiji Way
	Marina del Rey, CA 90292
Telephone:	(424) 526-7725
Email Address:	Spenn@bh.lacounty.gov

Name:	Susana Graether
Title:	Chief Property Manager
Address:	13837 Fiji Way
	Marina del Rey, CA 90292
Telephone:	(424) 526-7737
Email Address:	SGraether@bh.lacounty.gov

EXHIBITS

EXHIBIT A: WORK ORDER

EXHIBIT B: JURY SERVICE ORDINANCE

EXHIBIT C: DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

EXHIBIT D: SAFELY SURRENDERED BABY LAW

EXHIBIT E: SCOPE OF WORK

EXHIBIT F: CONTRACTOR ACKNOWLEDGMENT & CONFIDENTIALITY AGREEMENT

AS-NEEDED ECONOMIC CONSULTANT SERVICES

Work Order No. _____

Master Agreement No. _____

This Section to be completed by the Department

Proposed Project Title: _____

Date Work Order Bid Issued: _____ **Due Date to Return Work Order Bid:** _____

Proposed Project Start Date: _____ **Work Order Term:** _____

County Contract Administrator: _____ **Phone:** _____

Email: _____

☒ See Attached Statement of Work

This Section to be completed by the Contractor

Contractor: _____ **Phone:** _____ **Email:** _____

Contractor's Personnel/ Hourly Rate/Number of Hours/Cost to Complete Project:

Name/Title: _____ **Hourly Rate:** _____ **Hrs:** _____ **Total:** _____

Name/Title: _____ **Hourly Rate:** _____ **Hrs:** _____ **Total:** _____

Name/Title: _____ **Hourly Rate:** _____ **Hrs:** _____ **Total:** _____

Name/Title: _____ **Hourly Rate:** _____ **Hrs:** _____ **Total:** _____

Name/Title: _____ **Hourly Rate:** _____ **Hrs:** _____ **Total:** _____

TOTAL MAXIMUM COMPENSATION: $ _____

PROPOSED PROJECT

Contractor's Proposed Work Plan: _____

_____

_____

_____

_____

_____

❑ Additional Pages

AS-NEEDED ECONOMIC CONSULTANT SERVICES

Acceptance. Contractor shall satisfactorily perform all tasks and provide all deliverables detailed in the Statement of Work attached hereto. Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.4 of the Master Agreement, which establishes that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work that is not specified in this Work Order, and/or utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Compensation of this Work Order, and/or that goes beyond the expiration date of this Work Order.

Compensation. Compensation shall not exceed the Total Maximum Compensation stated above.

CONTRACTOR	DEPUTY DIRECTOR
Name: _____	Name: _____
Title: _____	Date: _____
Date: _____	

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.

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)

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)

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.)

2.206.20 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.)

2.206.40 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.)

2.206.50 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.)

2.206.60 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.)

2.206.70 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.)

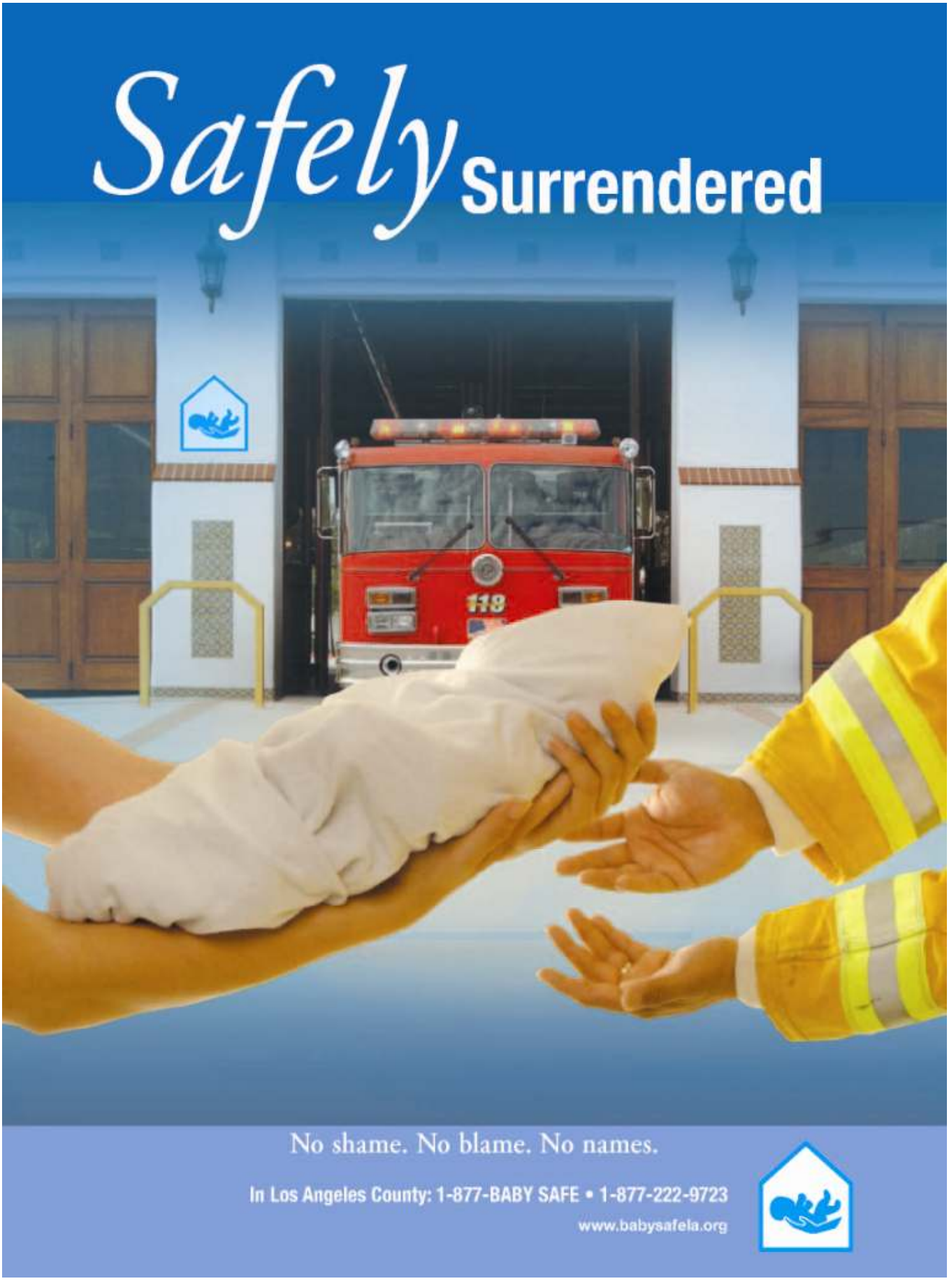

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Exhibit D

Safely Surrendered Baby Law

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

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.

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.

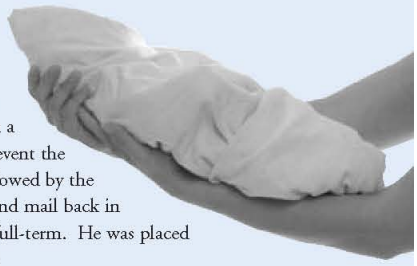
What happens to the parent or surrendering adult?

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

Exhibit D

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.

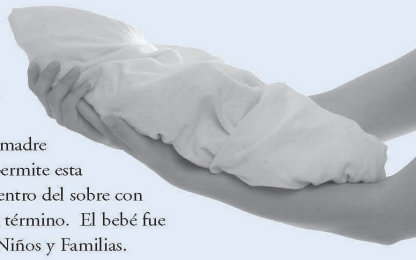
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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.

EXHIBIT E

SCOPE OF WORK

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SCOPE OF WORK FOR
AS-NEEDED ECONOMIC CONSULTANT SERVICES

TABLE OF CONTENTS

Section **Page**

1.0 GENERAL REQUIREMENTS 1
2.0 SCOPE OF WORK 2

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SCOPE OF WORK
AS-NEEDED ECONOMIC CONSULTANT SERVICES

1.0 GENERAL REQUIREMENTS

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW), and offer an improvement of these services.

1.1 Contractor's Work Plan

Subject to all other terms and conditions of this Master Agreement, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's SOQ.

1.2 Personal Services of Designated Persons Required

This Master Agreement provides that the individuals identified in the Contractor's SOQ must personally perform or lead the professional services required by the Master Agreement. The failure of those persons to render those services shall be deemed a material breach of the Master Agreement for which the County may terminate the Master Agreement and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

1.3 Contractor to Prepare Monthly Reports

The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Master Agreement, and any facts which may jeopardize the completion of any current or pending project(s) or any intermediate deadlines.

1.4 Contractor to Maintain Files

The Contractor shall maintain copies of files and documents prepared for the Department, including support and backup data and shall deliver

copies of the files and documents to the Department upon the Contract Administrator's request.

1.5 Contractor to Prepare Final Project Report

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings and recommendations in accordance with the Contract Administrator's instructions.

1.6 Contractor Expenses

The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services and expenses required for the work.

2.0 SCOPE OF WORK

Contractor shall provide, on an as-needed basis, Economic Consultant services to the satisfaction of the Department. The Consultant shall perform the following work when authorized by the Director or authorized designee:

2.1 Economic Consultant Services

- Provide economic consulting services in connection with lease renegotiations and lease extensions;
- Provide economic consulting services regarding the County's long and short-term asset management strategies;
- Analyze current market value of leaseholds in support of determination of appropriate extension fees;
- Project gross lease revenues and County rents from leaseholds on which lease extension terms are proposed;
- Evaluate County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment;
- Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes;

- Review formal appraisal documents for economic integrity;
- Assist staff in reviewing loan approval requests;
- Assist staff and County Counsel in documenting the financial terms of lease extension agreements;
- Review plans for proposed redevelopment of existing leaseholds for market feasibility and conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives;
- Testify as an expert witness on economic issues at arbitration or other judicial proceedings;
- Analyze miscellaneous data relating to financial relationships with lessees;
- Analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests;
- Assist staff in negotiations with lessees on lease extensions and rental negotiations;
- Project County revenue stream based on current and projected leasehold and concession agreements;
- Analyze the effects of leasehold terminations, expirations and extensions;
- Assist in the formulation of plans for long and short-term asset management strategies including alternative operational and leasing strategies;
- Analyze competing public and private projects and their effect on current leasehold income and strategies;
- Assist staff in presentations of economic data to lessees, community groups, County Commissions and advisory bodies and the Board of Supervisors;
- Render such additional advice and services as the Department may require in connection with its asset management functions with respect

to Marina del Rey, County-operated beaches or proposed property acquisitions; and

- Upon reasonable notice, appear at such times and places as the County may require to provide consulting services.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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: _____