STANDARD EXHIBITS

A COUNTY'S ADMINISTRATION

B CONTRACTOR'S ADMINISTRATION

C CONTRACTOR'S STATEMENT OF QUALIFICATIONS SUBMITTAL FORM

D APPROVED SERVICE CATEGORIES FORM

E FEMA CONTRACT PROVISIONS

F CERTIFICATION OF NO CONFLICT OF INTEREST

G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.

SUBORDINATE AGREEMENT NO.

COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

COUNTY'S WORK ORDER DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

MASTER AGREEMENT NO.

SUBORDINATE AGREEMENT NO.

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

DISASTER AND EMERGENCY SERVICES MASTER AGREEMENT STATEMENT OF QUALIFICATION SUBMITTAL FORM

This serves as an application for the Disaster/Emergency Services Master Agreement.

To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
   - Minimum Qualifications (applies to all vendors)
   - Category Specific Qualifications (only complete sections in categories you intend to apply for)
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Vendor acknowledges and certifies that it meets the Minimum Mandatory Requirements listed in Paragraph 3.0 - Minimum Mandatory Requirements, and the applicable requirements of Paragraph 3.4 – Specific Category Qualifications of this Request for Statement of Qualifications (RFSQ).

3.0 MINIMUM QUALIFICATIONS

APPLICATION CATEGORIES (check all that apply)	YEARS PERFORMING SERVICE (within the last 5 years)
HIGH VOLTAGE REPAIR	
☐ Transformer and Switchgear Testing	_____ yrs
☐ Electrical Acceptance Testing and Commissioning	_____ yrs
☐ Infrared Inspections	_____ yrs
☐ Circuit Breaker Remanufacturing	_____ yrs
☐ Dielectric Fluid Analytical Services	_____ yrs
☐ Partial Discharge Cable Testing	_____ yrs
☐ Replacement and Repair of High Voltage Power Line	_____ yrs
DEBRIS REMOVAL	
☐ Removal of Landscaping Debris	_____ yrs
☐ Removal of Fire Ash and Wind-borne Debris	_____ yrs
FIRE & LIFE SAFETY	
☐ Fire Life Safety Systems	_____ yrs
☐ Plumbing Systems Installation	_____ yrs
RELOCATION SERVICES	
☐ Evacuation Support	_____ yrs
SLOPE/WATERSHED PROTECTION	
☐ Slope Protection	_____ yrs
☐ Watershed Protection	_____ yrs
HIGH WIND PROTECTION	
☐ Board Up Services	_____ yrs
☐ Tree Removal	_____ yrs
GAS TURBINE REPAIR	
☐ Field Service Repairs	_____ yrs
☐ Depot Level Repairs	_____ yrs
HIGH PRESSURE BOILER REPAIR	
☐ Water Tube Boiler and Fire Tube Boiler Repairs	_____ yrs
VALVE REPAIR AND TESTING	
☐ Testing, Calibration, and Repairs	_____ yrs
POWER PLANT INSTRUMENTION REPAIR	
☐ Equipment Installations and Troubleshooting	_____ yrs
WELDING SERVICES	
☐ Structural Steel and Process Piping Welding	_____ yrs
EMERGENCY TEMPORARY CUSTODIAL SERVICES	
☐ Custodial Related Services	_____ yrs

EMERGENCY TEMPORARY ARMED SECURITY GUARD SERVICES

☐ Security Guard Services..... _____ yrs

EMERGENCY TEMPORARY UNARMED SECURITY GUARD SERVICES

☐ Security Guard Services..... _____ yrs

TRAFFIC CONTROL SERVICES

☐ Traffic Control Services ..... _____ yrs

AS-NEEDED HEATING, AIR CONDITIONING & VENTILATION (HVAC) SERVICES

☐ As-Needed Heating, Air Conditioning & Ventilation (HVAC) Services…_____ yrs

AS-NEEDED HOMELESS ENCAMPMENT CLEANUP SERVICES

☐ Hazardous Disposal Services…….._____ yrs

☐ Medical Waste Disposal Services……..._____ yrs

☐ Rubbish Removal/Disposal Services……._____ yrs

DUCT CLEANING SERVICES

☐ Duct Cleaning Services……._____ yrs

EMERGENCY MEAL AND SACK LUNCH SERVICES

☐ Emergency Meal and Sack Lunch Services……._____yrs

AS NEEDED EMERGENCY TRANSPORTATION SERVICES

☐ As Needed Emergency Transportation Services……._____yrs

INSURANCE REQUIREMENTS (FOR ALL VENDORS)

GENERAL LIABILITY

CG 00 01 or Equivalent in Coverage Scope

☐ General Aggregate: $2 million

☐ Products/Completed Operations Aggregate: $1 million

☐ Personal and Advertising Injury: $1 million

☐ Each Occurrence: $1 million

☐ County Named as An Additional Insured

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

☐ Each Accident: $1 million

☐ Disease – Policy Limit: $1 million

☐ Disease – Each Employee: $1 million

AUTO LIABILITY*

CA 00 01 or Equivalent in Coverage Scope

☐ Auto Liability: $1 million

***Some Contractors are required to carry additional limits.**

3.4 ADDITIONAL INSURANCE REQUIREMENTS FOR SPECIFIC CATEGORIES

3.4.1 HIGH VOLTAGE REPAIR

3.4.1.1 Transformer and Switchgear Testing

DESCRIPTION: Services include but not limited to: cable testing, double power factor testing, and full electrical testing.

ERRORS AND OMISSIONS (E&O)

☐ Each Occurrence: $1 million

☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

☐ Each Occurrence: $1 million

☐ Aggregate: $2 million

☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

☐ CA C-10 License

☐ NETA certified

3.4.1 HIGH VOLTAGE REPAIR (cont.)_____ _____

3.4.1.2 Electrical Acceptance Testing and Commissioning

DESCRIPTION: Services include but not limited to: high current testing, relay testing, double power factor testing, and full electrical testing.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-10 License
- ☐ NETA certified

3.4.1.3 Infrared Inspections

DESCRIPTION: Infrared scanning to detect defective, improper or loose connections.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-10 License
- ☐ NETA certified

3.4.1.4 Circuit Breaker Remanufacturing

DESCRIPTION: Circuit breakers repairs.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-10 License
- ☐ NETA certified

3.4.1 HIGH VOLTAGE REPAIR (cont.)

3.4.1.5 Dielectric Fluid Analytical Services

DESCRIPTION: Perform routine transformer fluid testing.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-10 License
- ☐ NETA certified

3.4.1.6 Partial Discharge Cable Testing

DESCRIPTION: Provide Partial Discharge testing and analysis to evaluate the condition of voltage cable system.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-10 License
- ☐ NETA certified

3.4.1.7 Power Lines

DESCRIPTION: Replace and repair of high voltage power lines.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-10 License
- ☐ NETA certified

3.4.2 DEBRIS REMOVAL

3.4.2.1 Removal of Landscaping Debris

3.4.2.2 Removal of Fire Ash and Wind-Borne Debris

DESCRIPTION: Removal of fire ash, landscaping debris, and wind-borne debris including but not limited to: frames, shingles, and corrugated iron.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-27 License

3.4.3 FIRE & LIFE SAFETY

3.4.3.1 Fire Life Safety Systems

DESCRIPTION: Provide and repair fire sprinklers, fire hydrant testing & fire suppression systems such as fire alarm systems.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-16 License
- ☐ NFPA Certified

3.4.3.2 Plumbing Systems Installation

DESCRIPTION: Provide & install plumbing systems.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA C-36 License

3.4.4 RELOCATION SERVICES

3.4.4.1 Evacuation Support

DESCRIPTION: Provide housing & transportation for relocation and/or storage.

PROPERTY: Freight/Cargo Insurance providing Special causes of loss coverage for County property in Contractor's care, custody and/or control, subject to maximum 5% deductible.

- ☐ Actual cash value amount of any automobiles and mobile equipment entrusted to Contractor.
- ☐ Full replacement value amount of any other types of personal property entrusted to Contractor

FIDELITY BOND OR CRIME COVERAGE (EMPLOYEE DISHONESTY)

- ☐ Each Occurrence: $50,000
- ☐ County Named as Additional Assured and Loss Payee

E&O LIABILITY

- ☐ Each Occurrence: $ 1 million
- ☐ Aggregate: $2 million

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Public Utilities Commission Permit to Operate as a Highway Carrier

3.4.5 SLOPE/WATERSHED PROTECTION

3.4.5.1 Slope Protection

DESCRIPTION: Installation of retaining walls, riprap.

COMMERCIAL GENERAL LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ General Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA Contractors License A or B with Hazardous Substance Removal Endorsement

3.4.5.2 Watershed Protection

DESCRIPTION: Installation of filter blanket, erosion control blankets, silt screens, & straw fiber rolls.

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA Contractors License A or B with Hazardous Substance Removal Endorsement

3.4.6 HIGH WIND PROTECTION

3.4.6.1 Board Up Services

DESCRIPTION: Provide & install temporary board up, roof cover-up, & temporary fencing.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA Contractors License A or B with Hazardous Substance Removal Endorsement
- ☐ CA C-39 License

3.4.6.2 Tree Removal

DESCRIPTION: Pick up, removal, transportation, and disposal of trees.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA Contractors License A or B with Hazardous Substance Removal Endorsement

3.4.7 GAS TURBINE REPAIR

3.4.7.1 Field Service Repairs pursuant to Paragraph 3.3 Minimum Mandatory Requirements

DESCRIPTION: Services include but not limited to: Level I Field service and repair for GE LM2500 Gas Turbine, Allison 501KB Turbine, and field troubleshooting and borescope inspections

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ N/A

3.4.7.2 Depot Level Repairs pursuant to Paragraph 3.3 Minimum Mandatory Requirements

DESCRIPTION: Services include but not limited to: Level IV service and repair for GE LM2500, Allison 501KB, Lease LM2500 and Allison 501KB availability.

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ N/A

3.4.8 HIGH PRESSURE BOILER REPAIR

3.4.8.1 Water Tube Boiler and Fire Tube Boiler Repairs

DESCRIPTION: Services include but not limited to: Tube repair, economizer repair, super heater tube repair, manway and hand-hole machining and repair; Heat exchanger repair, shell and tube heat exchanger and plate type heat exchanger.

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ California Contractor's C-4 Boiler License, Hot Water Heating and Steam Fitting Contractor, issued by the California Contractors State License Board (CSLB).
- ☐ Specialized Certification: American Society of Mechanical Engineers (ASME) "S" and "PP" stamps.
- ☐ National Board of Boiler and Pressure Vessel Inspectors "R" stamp

3.4.9 VALVE REPAIR AND TESTING

3.4.9.1 Testing, Calibration and Repair

DESCRIPTION: Services include but not limited to: Boiler safety valves, pressure relief valves, control valves, pressure reducing valves, high pressure gate valves, globe and non-return valves.

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Specialized Certification: National Board of Boiler and Pressure Vessel Inspectors "VR" Stamp.

3.4.10 POWER PLANT INSTRUMENTATION REPAIR

DESCRIPTION: Services include but not limited to: Switch gear and motor control repair, equipment installation and testing, troubleshooting, equipment and machinery wiring, programmable logic controls troubleshooting and repair, underground conduit systems, cable tray and bus duct systems.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ South Coast Air Quality Management District (SCAQMD) Portable Boiler Combustion Analyzer Certification

3.4.11 WELDING SERVICES

DESCRIPTION: Services include but not limited to: Structural steel welding, and process piping welding.

E&O LIABILITY
- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY
- ☐ Each Occurrence: $2 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope
- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS
- ☐ CA Contractor's C-60 Welding License
- ☐ American Welding Society (AWS) D1.1 Welder Qualification Test Records (WQTR)

3.4.12 EMERGENCY TEMPORARY CUSTODIAL SERVICES

DESCRIPTION: Emergency Temporary Custodial Services for (1) General Custodial Services, include, but are not limited to, cleaning of offices, conference rooms, lobbies, corridors, restrooms, lunchrooms, hard-surface (non-carpeted) floors, removal of solid waste and trash, carpet cleaning, window washing, and light fixture cleaning. Specialty Custodial Services include, but are not limited to, cleaning of detention cells and maintenance of parking facility; (2) Enhanced Cleaning, include, but are not limited to, Personal Protective Equipment (PPE) and Disinfectant; and (3) Deep/Biochemical Cleaning, include, but are not limited to, general and enhanced cleaning PLUS specialized cleaning of the space occupied by a person suspected or confirmed positive (+) for a communicable disease.

LICENSES AND/OR CERTIFICATIONS
- ☐ Proposers must demonstrate that they have three (3) consecutive years' experience, within the last five (5) years providing Custodial services for at least an aggregate 400,000 square feet located in one or multiple facilities.

3.4.13 EMERGENCY TEMPORARY ARMED SECURITY GUARD SERVICES

DESCRIPTION: Emergency Temporary Security Guard Services include, but are not limited to, armed security guards providing security services, executive protection services, and asset protection services reporting of suspicious activity.

COMMERCIAL GENERAL LIABILITY

- ☐ General: $10 million
- ☐ Products/Completed Operations: $1 million
- ☐ Personal and Advertising Injury: $1 million
- ☐ Each Occurrence: $20 million

PROFESSIONAL LIABILITY

- ☐ Per claim: $1 million
- ☐ Per aggregate: $2 million

UNIQUE INSURANCE

- ☐ Sexual Misconduct per claim: $2 million
- ☐ Sexual Misconduct per aggregate: $2 million
- ☐ Crime Coverage: $100,000 per occurrence

LICENSES AND/OR CERTIFICATIONS

- ☐ Security Guards and Security Guard Supervisors shall follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

3.4.14 EMERGENCY TEMPORARY UNARMED SECURITY GUARD SERVICES

DESCRIPTION: Emergency Temporary Security Guard Services include, but are not limited to, unarmed security guards providing security services, executive protection services, and asset protection services reporting of suspicious activity.

COMMERCIAL GENERAL LIABILITY

- ☐ General: $4 million
- ☐ Products/Completed Operations: $1 million
- ☐ Personal and Advertising Injury: $1 million
- ☐ Each Occurrence: $2 million

PROFESSIONAL LIABILITY

- ☐ Per claim: $1 million
- ☐ Per aggregate: $2 million

UNIQUE INSURANCE

- ☐ Sexual Misconduct per claim: $2 million
- ☐ Sexual Misconduct per aggregate: $2 million
- ☐ Crime Coverage: $100,000 per occurrence

LICENSES AND/OR CERTIFICATIONS

- ☐ Security Guards and Security Guard Supervisors shall follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

3.4.15 TRAFFIC CONTROL SERVICES

DESCRIPTION: Traffic Control Services include, but are not limited to, traffic control activities in construction/ maintenance zones in conjunction with County operations in the zone.

LICENSES AND/OR CERTIFICATIONS

- ☐ Possess a valid and active certification by the American Traffic Safety Services Association (ATSSA) or an equivalent recognized agency that provides traffic control training based on and as required by the California Manual on Uniform Traffic Control Devices (CAMUTCD) latest edition, currently the CAMUTCD 2020 Revision 11
- ☐ Active State of California Department of Industrial Relations Public Registrations pursuant to Labor Code 1725.5.

3.4.16 AS-NEEDED HEATING, AIR CONDITIONING & VENTILATION (HVAC) SERVICES

DESCRIPTION: Provide As-Needed HVAC Services that include, but are not limited to, maintenance & repair services (including indoor installation, demolition and removal of existing system for the purpose of replacement, installation of new shut off valves for heating and chill water coils, re-connection of new piping and accessories, pressure test chilled water and hot water pressure at air handler/new piping, provide factory system start-up, all necessary shop work, all high voltage wiring, all low voltage control wiring, refrigerant piping).

LICENSES AND/OR CERTIFICATIONS

- ☐ Proposer must demonstrate a minimum of three (3) years' cumulative experience within the last five (5) years providing HVAC installation, repair and maintenance services at commercial/industrial facilities with a minimum of 10,000 square feet.
- ☐ Hold and maintain a valid California Contractor's C-20 License.

3.4.17 AS-NEEDED HOMELESS ENCAMPMENT CLEANUP SERVICES

3.4.17.1 Hazardous Disposal Services

DESCRIPTION: Provide As-Needed Homeless Encampment Cleanup Services requiring Hazardous Disposal which involve the safe and thorough removal of waste, debris, and hazardous materials from homeless encampments. This includes the identification, collection, transportation, and proper disposal of biohazardous waste, sharps, chemicals, and other potentially dangerous materials. Services must be conducted in compliance with all health, safety, and environmental regulations, ensuring both public safety and environmental protection. Contractors must be equipped with trained personnel and appropriate equipment to handle hazardous materials safely and efficiently on an as-needed basis. Specific services include Turnkey Encampment Site Cleanup Services, surveying the site(s) collecting debris, dismantling temporary structures, removing trash, and properly disposing of all debris and items. Contractor shall be responsible for the collection, packaging, preparation of proper paperwork and transportation of all debris including, hazardous waste, and universal waste according to all applicable licenses and requirements.

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ Including Completed Operations Coverage
- ☐ County Named as Additional Insured

LICENSES AND/OR CERTIFICATIONS

- ☐ U.S. EPA Hazardous Waste Generator Identification Number
- ☐ U.S. EPA Acknowledgement of Notification of Regulated Waste Activity (RCRA) Subtitle C)
- ☐ California Hazardous Materials Business Plan (HMBP)
- ☐ California Highway Patrol (CHP) Hazardous Materials Transportation License
- ☐ California Contractors State License Board - Hazardous Substances Removal Certification (HAZ)
- ☐ California DMV license with “X” designation for Hazardous Materials
- ☐ Department of Toxic Substances Control Hazardous Waste Transporter Registration
- ☐ California Contractors State License Board license with “HAZ” designation
- ☐ Documented Operator Training and Certification for Heavy Equipment (OSHA Compliant)

3.4.17.2 Medical Waste Disposal Services

DESCRIPTION: Provide As-Needed Homeless Encampment Cleanup Services requiring Hazardous Medical Waste Disposal which involve the safe handling, collection, transportation, and disposal of medical waste from homeless encampments. This includes sharps, contaminated materials, and other biohazardous waste that pose health risks. Contractors must adhere to all relevant regulations governing medical waste disposal to ensure public health and environmental safety. Personnel must be appropriately trained, certified, and equipped with the necessary tools to perform these services safely and effectively on an as-needed basis. Services include Turnkey Encampment Site Cleanup Services; surveying the site(s) collecting debris, dismantling temporary structures, removing trash, and properly disposing of all debris and items. Contractor shall be responsible for the collection, packaging, preparation of proper paperwork and transportation of all debris including, universal waste, and medical waste according to all applicable licenses and requirements.

E&O LIABILITY	LICENSES AND/OR CERTIFICATIONS
☐ Each Occurrence: $1 million ☐ Aggregate: $2 million **CONTRACTORS POLLUTION LIABILITY** ☐ Each Occurrence: $1 million ☐ Aggregate: $2 million ☐ Including Completed Operations Coverage ☐ County Named as Additional Insured	☐ U.S EPA Hazardous Waste Generator Identification Number ☐ California Department of Public Health (CDPH) Medical Waste Transporter Registration ☐ California Department of Toxic Substances Control (DTSC) Hazardous Waste Transporter Registration ☐ Documented Heavy Equipment Operator Training and Certification (OSHA-Compliant)

3.4.17.3 Rubbish Removal/Disposal Services

DESCRIPTION: Provide As-Needed Homeless Encampment Cleanup Services requiring the removal and disposal of non-hazardous waste from homeless encampments. This includes the clearing, collection, and transportation of general rubbish, debris, and bulky items left at encampment sites. Contractors must ensure proper disposal methods in compliance with local waste management regulations. Services require a timely and efficient approach to maintain cleanliness and public health standards, with teams equipped to handle various types of waste materials on an as-needed basis... Services include Turnkey Encampment Site Cleanup Services, surveying the site(s) collecting debris, dismantling temporary structures, removing trash, and properly disposing of all debris and items. Contractor shall be responsible for the collection, packaging, preparation of proper paperwork and transportation of all debris including, universal waste according to all applicable licenses and requirements.

E&O LIABILITY	LICENSES AND/OR CERTIFICATIONS
☐ Each Occurrence: $1 million ☐ Aggregate: $2 million **CONTRACTORS POLLUTION LIABILITY** ☐ Each Occurrence: $1 million ☐ Aggregate: $2 million ☐ Including Completed Operations Coverage ☐ County Named as Additional Insured	☐ County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit ☐ Training certification to operate any heavy equipment required to complete the encampment clean-up work

3.4.18 DUCT CLEANING SERVICES

Duct Cleaning Services

DESCRIPTION: Contractor enters confined spaces to scrape/steam clean HVAC system.

E&O LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: $1 million
- ☐ Aggregate: $2 million
- ☐ Including Mold and Completed Operations Coverage
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: $1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ California State Warm-Air Heating, Ventilating and Air-Conditioning Contractor's License

3.4.19 EMERGENCY MEAL AND SACK LUNCH SERVICES

3.4.19.1 Emergency Meal and Sacks Lunch Services

DESCRIPTION: Provide Emergency Meal and Sack Lunch Services to one or all Supervisorial Districts in Los Angeles County, must be able to provide emergency orders must be delivered within four (4) hours of an order being placed, be able to provide a customer service representative as needed to the emergency site for ordering and business correspondence, deliver orders food and supplies to any designated location within L.A. County, have a flexible food distribution system that can allow for any increase/decrease in the amount of food or supplies to be delivered daily.

SUPERVISORIAL DISTRICT APPLYING FOR:

- ☐ District One (SD1)
- ☐ District Two (SD2)
- ☐ District Three (SD3)
- ☐ District Four (SD4)
- ☐ District Five (SD5)

LICENSES, CERTIFICATIONS AND/OR REQUIREMENTS

- ☐ Processed food registration (PFR) certificate issued by California Department of Public Health per California Health and Safety Code Section 110460 or County and/or City issued food establishment permit such as LA County Public Health Permit.
- ☐ Food Safety Certification such as Servsafe.
- ☐ Vendor must provide after-hours telephone number(s) and contact name(s) for placing 24-hour emergency orders seven (7) days a week.
- ☐ Vendor certifies that they understand and comply with Los Angeles County food product and transportation requirements, stated below:
  - The product complies with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product with the commercial marketplace.
  - Products are prepared in accordance with 21 CFR section 110, current good manufacturing, packing, or holding human food.
  - Products comply with the provisions of the federal food, drug, and cosmetic Act and regulations promulgated thereunder.

3.19.1 EMERGENCY MEAL AND SACK SERVICES (cont.)

- Nutrition facts labels comply with all applicable federal and state mandatory requirements.
- Able to deliver in proper refrigerated transportation. All deliveries will conform in every respect to the provisions of the federal food, drug and cosmetic Act and regulations promulgated thereunder.

3.4.20 AS NEEDED EMERGENCY TRANSPORTATION SERVICES

3.4.20.1 As Needed Emergency Transportation Services

DESCRIPTION: Vendor must provide a valid and active United States Department of Transportation (USDOT) number and maintain current operating authority, as applicable, issued by the Federal Motor Carrier Safety Administration (FMCSA). The Vendor must be a Bona Fide Transportation Company and must comply with ALL applicable County, State and Federal Regulations. All equipment must meet California and County of Los Angeles safety requirements.

COMMERCIA L GENERAL LIABILITY

CA 00 01 or Equivalent in Coverage Scope

Automobile Liability insurance providing scope of coverage on ISO policy form CA 00 01, or its equivalent. Such insurance shall include coverage for all "owned," "non-owned," and "hired" vehicles, or coverage for "any auto," in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):

- ☐ Seating capacity of 16 passengers or more: $10 million
- ☐ Seating capacity of 15 passengers or less: $5 million
- ☐ Taxicabs: $200,000 per person
  $100,000 property damage or
  $2 million combined

UNIQUE INSURANCE

- ☐ Sexual Misconduct per claim: $2 million
- ☐ Sexual Misconduct per aggregate: $2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Class A or B California Driver's License to operate passenger vehicles
- ☐ School Bus Certification (SBH) or a School Pupil Activity Bus Certification (SPAB) or a Youth Bus (YOB) or a Passenger Transportation (PV) Department of Transportation Medical Certificate (DL-51) Red Cross First Aid Card From California Highway Patrol (CHP)

REQUIRED FORMS
APPENDIX B
☐ Exhibit 1: Organization Questionnaire/Affidavit ☐ Exhibit 2: Certification of Compliance ☐ Exhibit 3: Request for Preference Consideration ☐ Exhibit 4: Debarment History and List of Terminated Contracts ☐ Exhibit 5: Community Business Enterprise (CBE) Information (Excel Worksheet) ☐ Exhibit 6: Minimum Mandatory Requirements ☐ Exhibit 7: Statement of Qualifications Submittal Form ☐ Exhibit 8: List of Public Entities ☐ Exhibit 9: List of References ☐ Exhibit 10: Contribution and Agent Declaration Form ☐ Exhibit 11: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R Part 76) ☐ Exhibit 12: Declaration
VENDOR SUPPLIED
☐ Certificate of Good Standing (if Corporation or LLC) ☐ Statement of Information (if Corporation or LLC) ☐ Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership) ☐ Statement of Pending Litigation ☐ ACORD (or equivalent form) Certificate of Insurance ☐ Copies of required additional insured endorsement form ☐ All applicable licenses, certificates & proof of registration attached

APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ 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.

I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PREPARER'S SIGNATURE		DATE
PRINT PREPARER'S NAME	TITLE	
ADDRESS	CITY, STATE	

DISASTER AND EMERGENCY SERVICES MASTER AGREEMENT (DESMA)

CONTRACTOR: _____ **MASTER AGREEMENT #** _____

APPROVED SERVICE CATEGORIES (To be completed by the DESMA Contract Analyst)

The County has carefully reviewed your firm's Statement of Qualification (SOQ). Your firm is approved for the service categories checked below:

☐	**3.4.1 High Voltage Repair**
☐	3.4.1.1 Transformer and Switchgear Testing
☐	3.4.1.2 Electrical Acceptance Testing and Commissioning
☐	3.4.1.3 Infrared Inspections
☐	3.4.1.4 Circuit Breaker Remanufacturing
☐	3.4.1.5 Dielectric Fluid Analytical Services
☐	3.4.1.6 Partial Discharge Cable Testing
☐	3.4.1.7 High Voltage Power Lines
☐	**3.4.2 Debris Removal**
☐	3.4.2.1 Removal of Landscaping Debris
☐	3.4.2.2 Removal of Fire Ash, and Wind-borne Debris
☐	**3.4.3 Fire & Life Safety**
☐	3.4.3.1 Fire Life Safety systems
☐	3.4.3.2 Plumbing Systems Installation
☐	**3.4.4 Relocation Services**
☐	3.4.4.1 Evacuation Support
☐	**3.4.5 Slope/Watershed Protection**
☐	3.4.5.1 Slope Protection
☐	3.4.5.2 Watershed Protection
☐	**3.4.6 High Wind Protection**
☐	3.4.6.1 Board Up Services
☐	3.4.6.2 Tree Removal
☐	**3.4.7 Gas Turbine Repair**
☐	3.4.7.1 Field Service Repairs
☐	3.4.7.2 Depot Level Repairs
☐	**3.4.8 High Pressure Boiler Repair**
☐	3.4.8.1 Water Tube Boiler Repairs and Fire Tube Repairs
☐	**3.4.9 Valve Repair and Testing**
☐	3.4.9.1 Testing, Calibration, and Repair
☐	**3.4.10 Power Plant Instrumentation Repair**
☐	**3.4.11 Welding Services**
☐	**3.4.12 Emergency Temporary Custodial Services**
☐	**3.4.13 Emergency Temporary Armed Security Guard Services**
☐	**3.4.14 Emergency Temporary Unarmed Security Guard Services**
	3.4.15 Traffic Control Services
☐	**3.4.16 As-Needed Heating, Air Conditioning & Ventilation (HVAC) Services**

☐	**3.4.17 As-Needed Homeless Encampment Cleanup Services**
☐	3.4.17.1 Hazardous Disposal Services
☐	3.4.17.2 Medical Waste Disposal Services
☐	3.4.17.3 Rubbish Removal/Disposal Services
☐	**3.4.18 Duct Cleaning Services**
☐	**3.4.19 Emergency Meal and Sack Lunch Services**
☐	**3.4.20 As Needed Emergency Transportation Services**

ISD CONTRACT ANALYST SIGNATURE: _____

Exhibit E

Federal Emergency Management Agency (FEMA) Public Assistance Program
Contract Provisions

The terms of this Exhibit shall apply to Contractor, and all its subcontractors, agents, service providers, and any other entities or persons receiving or being reimbursed under the Agreement. Contractor shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 C.F.R. Section 200.1 (Definitions) if not found in the Agreement.

1.0 Equal Employment Opportunity (41 C.F.R. Part 60). During the performance of this Agreement, the Contractor agrees as follows:

1.1 The Contractor shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 C.F.R. Part 60), which require that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

1.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 The Contractor will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1.6 In the event that the Contractor fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. Sections 3701-08). As applicable, the Contractor shall comply with the Contract Work Hours and Safety Standards Act.

2.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2.2 *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

2.3 *Withholding for unpaid wages and liquidated damages—*

2.3.1 *Withholding process.* The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in Section 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

2.3.2 *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

1. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

2. A contracting agency for its reprocurement costs;

3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

4. A contractor's assignee(s);

5. A contractor's successor(s); or

6. A claim asserted under the Prompt Payment Act (31 U.S.C. Sections 3901-07).

2.3.3 *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

2.3.4 *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in this part;

2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the Contract Work Hours and Safety Standards Act or this part;

3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the Contract Work Hours and Safety Standards Act or this part; or

4. Informing any other person about their rights under the Contract Work Hours and Safety Standards Act or this part.

2.4 *Further compliance with the Contract Work Hours and Safety Standards Act.* As applicable:

2.4.1 The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

2.4.2 Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency (FEMA), and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

The Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

3.0 Clean Air Act (42 U.S.C. Sections 7401-71Q) and Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387). As applicable, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

4.0 Debarment and Suspension (Executive Orders 12549 and 12689). Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All Contractors shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractors shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.

5.0 Byrd Anti-Lobbying Amendment.

5.1 *Federal lobbyist requirements*. Contractors are prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352). Each Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Contractors acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

5.2 *County lobbyist requirements*. Contractor and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code (County Code) Chapter 2.160, retained by the Contractor, shall also fully comply with the requirements as set forth in said County Code.

5.3 *Lobbying certifications*. Each Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5.4 *Failure to comply*. Failure on the part of the Contractor to fully comply with said federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the Contractor shall be liable for any and all damages incurred by the County and/or any federal agency as a result of such breach.

6.0 Procurement of Recovered Materials (2 C.F.R. Section 200.323). Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

7.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. Section 200.216). Contractor shall comply with 2 C.F.R. Section 200.216 in regards to its prohibition on certain telecommunications and video surveillance services or equipment.

8.0 Domestic Preferences for Procurements (2 C.F.R. Section 200.322). Contractor shall comply with 2 C.F.R. Section 200.322 for work, services, or products under this Agreement.

9.0 Access to Records. The following access to records requirements apply to this Agreement:

9.1 Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

9.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

9.3 Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10.0 Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA prior e-approval.

11.0 Compliance with Federal Law, Regulations, and Executive Orders. The Vendor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12.0 No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

13.0 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

14.0 **Socioeconomic Contracting.** The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. Sections 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

15.0 **License and Delivery of Works Subject to Copyright.** As applicable, the Contractor grants to the County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this Agreement. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. Section 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

16.0 **Creating Good Jobs.** Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

17.0 **Buy Clean.** The County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the County encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

Exhibit E – Attachment 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loan and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

_____ SERVICES

MASTER AGREEMENT

CERTIFICATION OF NO CONFLICT OF INTEREST

_____
Contractor Name

Subordinate Agreement No.:_____ Master Agreement No.:_____

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, 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 subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

Subordinate Agreement No.: _____ 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 must 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: _____