



# **INTERNAL SERVICES DEPARTMENT**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)**

### **ENERGY EFFICIENCY PROJECT SERVICES**

**MARCH 2017**

**Prepared By  
County of Los Angeles**

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**TABLE OF CONTENTS**

| <b><u>SECTION</u></b>                                                    | <b><u>PAGE</u></b> |
|--------------------------------------------------------------------------|--------------------|
| <b>1.0 GENERAL INFORMATION.....</b>                                      | <b>1</b>           |
| 1.1 Background/Scope of Work.....                                        | 1                  |
| 1.2 Overview of Solicitation Document.....                               | 1                  |
| 1.3 Terms and Definitions .....                                          | 2                  |
| 1.4 Vendor's Minimum Qualifications .....                                | 2                  |
| 1.5 Intentionally Omitted .....                                          | 2                  |
| 1.6 Master Agreement Process.....                                        | 2                  |
| 1.7 Master Agreement Term .....                                          | 3                  |
| 1.8 County Rights and Responsibilities .....                             | 3                  |
| 1.9 Contact with County Personnel .....                                  | 4                  |
| 1.10 Mandatory Requirement to Register on County's WebVen.....           | 4                  |
| 1.11 County Option to Reject SOQs .....                                  | 4                  |
| 1.12 Protest Process.....                                                | 4                  |
| 1.13 Notice to Vendor's Regarding Public Records Act.....                | 5                  |
| 1.14 Indemnification and Insurance .....                                 | 5                  |
| 1.15 Intentionally Omitted .....                                         | 5                  |
| 1.16 Injury and Illness Prevention Program (IIPP).....                   | 5                  |
| 1.17 Background and Security Investigations.....                         | 5                  |
| 1.18 Confidentiality and Independent Contractor Status .....             | 6                  |
| 1.19 Conflict of Interest.....                                           | 6                  |
| 1.20 Determination of Vendor Responsibility.....                         | 6                  |
| 1.21 Vendor Debarment.....                                               | 7                  |
| 1.22 Vendor's Adherence to County Child Support Compliance Program ..... | 9                  |
| 1.23 Gratuities .....                                                    | 9                  |
| 1.24 Notice to Vendors Regarding the County Lobbyist Ordinance.....      | 9                  |
| 1.25 Federal Earned Income Credit .....                                  | 10                 |
| 1.26 Consideration of GAIN/GROW Participants for Employment.....         | 10                 |
| 1.27 County's Quality Assurance Plan .....                               | 10                 |
| 1.28 Recycled Bond Paper .....                                           | 11                 |

| <b><u>SECTION</u></b>                                                                                      | <b><u>PAGE</u></b> |
|------------------------------------------------------------------------------------------------------------|--------------------|
| 1.29 Safely Surrendered Baby Law .....                                                                     | 11                 |
| 1.30 County Policy on Doing Business with Small Business .....                                             | 11                 |
| 1.31 Jury Service Program.....                                                                             | 11                 |
| 1.32 Local Small Business Enterprise (LSBE) Preference Program .....                                       | 13                 |
| 1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program.....                                    | 13                 |
| 1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company..                         | 13                 |
| 1.35 Social Enterprise (SE) Preference Program .....                                                       | 14                 |
| 1.36 Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....                             | 14                 |
| 1.37 Intentionally Omitted .....                                                                           | 14                 |
| 1.38 Defaulted Property Tax Reduction Program.....                                                         | 14                 |
| 1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program .....                                  | 15                 |
| 1.40 Time off for Voting.....                                                                              | 16                 |
| 1.41 Vendor's Acknowledgement of County's Commitment to Zero Tolerance<br>Policy on Human Trafficking..... | 16                 |
| 1.42 Countywide Local and Targeted Worker Hiring Program.....                                              | 16                 |
| <b>2.0 INSTRUCTIONS TO VENDORS .....</b>                                                                   | <b>17</b>          |
| 2.1 County Responsibility.....                                                                             | 17                 |
| 2.2 Truth and Accuracy of Representations .....                                                            | 17                 |
| 2.3 RFSQ Timetable .....                                                                                   | 17                 |
| 2.4 Solicitation Requirements Review .....                                                                 | 17                 |
| 2.5 Vendors' Questions .....                                                                               | 18                 |
| 2.6 Intentionally Omitted .....                                                                            | 18                 |
| 2.7 Preparation and Format of the SOQ.....                                                                 | 18                 |
| 2.8 SOQ Submission .....                                                                                   | 22                 |
| 2.9 Acceptance of Terms and Conditions of Master Agreement.....                                            | 22                 |
| 2.10 SOQ Withdrawals .....                                                                                 | 22                 |
| <b>3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS .....</b>                                                | <b>23</b>          |
| 3.1 Review Process .....                                                                                   | 23                 |
| 3.2 Disqualification Review .....                                                                          | 23                 |
| 3.3 Selection/Qualification Process.....                                                                   | 24                 |
| 3.4 Master Agreement Award.....                                                                            | 24                 |

**APPENDICES:**

Appendix A     Required Forms

Appendix B     Transmittal Form to Request a Solicitation Requirements Review

Appendix C     County of Los Angeles Policy on Doing Business with Small Business

Appendix D     Jury Service Ordinance

Appendix E     Listing of Contractors Debarred in Los Angeles County

Appendix F     IRS Notice 1015

Appendix G     Safely Surrendered Baby Law

Appendix H     Sample Master Agreement

Appendix I     Intentionally Omitted

Appendix J     Defaulted Property Tax Reduction Program

## 1.0 GENERAL INFORMATION

### 1.1 Background/Scope of Work

The County of Los Angeles (County) provides a multitude of services to approximately 10.2 million people within a geographic area of approximately 4,084 square miles. It is comprised of 36 departments having an annual budget of more than \$33 billion. Of the total budget, approximately \$300 million is spent on utilities each year. The Internal Services Department (ISD) is responsible for managing approximately \$243 million of the County's utility budget through a number of ongoing energy programs managed through its Energy Management Division (EMD).

The County of Los Angeles Board of Supervisors (Board) supports implementation of Energy Efficiency Projects (EEPs) within County facilities. The purpose of this Request for Statement of Qualifications (RFSQ) is to obtain qualified Vendors to enter into Master Agreements with the County (ISD) on an as-needed basis to provide EEP Services throughout the County.

As ISD establishes a need for an EEP, a Work Order solicitation will be released to qualified Contractors in the categories in which they are pre-qualified. Vendors must qualify in one or more of the EEP Categories, listed in Master Agreement Exhibit I, to bid for EEP Work Orders.

### 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 Work Order 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 - Required Forms:** Forms contained in this section must be completed and included in the SOQ.
  - B - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - C - County of Los Angeles Policy of Doing Business with Small Business:** County Code.
  - D - Jury Service Ordinance:** 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 Earned Income Credit.
- G - Safely Surrendered Baby Law:** County program.
- H - Sample Master Agreement:** The Sample Master Agreement used for this solicitation. The terms and conditions shown in the Sample Master Agreement are not negotiable.
- I - Intentionally Omitted**
- J - Defaulted Property Tax Reduction Program:** County Code

### **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 H, Master Agreement, Paragraph 2 - Definitions.

### **1.4 Vendor's Minimum Qualifications**

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

1.4.1 The Vendor proposed to perform the services must have two (2) years' experience within the last three (3) years in the EEP Category for which the Vendor is attempting to qualify.

1.4.2 Vendor must qualify in one (1) or more of the eight (8) EEP Categories listed in Master Agreement Exhibit I.

### **1.5 Intentionally Omitted**

### **1.6 Master Agreement Process**

The objective of this RFSQ process is to select one or more qualified Vendors to implement Energy Efficiency Projects (EEPs) throughout the County. Specific tasks, deliverables, etc. will be determined at the time ISD issues Work Order solicitations.

1.6.1 Master Agreements will be executed with all Vendors determined to be qualified.

1.6.1.1 Throughout the duration of the Master Agreement, active County Contractors who have executed Master Agreements will be able to qualify for work in additional EEP Categories by submitting Appendix A, Required Forms, Exhibit 6, identifying reference(s) that can validate the Vendor's two (2) years' experience within the last three (3) years in the EEP Category for which the Vendor is attempting to qualify.

- 1.6.2 Upon the County's execution of the Master Agreements, the qualified Vendors will become County Contractors (Contractors), and thereafter be solicited from time to time under competitive conditions to submit bids/proposals to provide as-needed work for EEPs under Work Orders issued by ISD. Each Work Order shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof and any additional qualifications required by the Vendor. Such additional qualifications may include (but shall not be limited to) engineering licenses, bonding and specific additional verifiable experience. 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. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.
- 1.6.3 The Master Agreement includes the various categories of services, identified in Master Agreement Exhibit I. Only those Vendors qualified for a specific EEPMA Category to which a Work Order is released under will be contacted to submit bids/proposals.

## **1.7 Master Agreement Term**

- 1.7.1 The term of the Master Agreement will be five (5) years with two (2) additional two-year renewal options and six (6) month-to-month extensions, for a maximum total term of nine (9) years and six (6) months. Each renewal option and extension will be exercised at the Department's discretion.
- 1.7.2 The County will continuously accept SOQs throughout the duration of the Master Agreement to qualify Vendors. Subsequent Master Agreements will become effective upon the date of its execution by the Director of the Internal Services Department or designee and will expire five (5) years from Board approval, unless sooner extended or terminated.

## **1.8 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.

## **1.9 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Internal Services Department  
Nazeli Albaryan, Contract Analyst  
1100 North Eastern Avenue, Room 101  
Los Angeles, CA 90063  
[Nalbaryan@isd.lacounty.gov](mailto:Nalbaryan@isd.lacounty.gov)

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 cost incurred by a Vendor in connection with 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 Section 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 statutes 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-paragraph 3.2 in the SOQ Review/Selection/Qualification Process)

### **1.13 Notice to Vendor's 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 H - Master Agreement, sub-paragraph 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 H - Master Agreement, sub-paragraphs 8.23 and 8.24.

### **1.15 Intentionally Omitted**

### **1.16 Injury and Illness 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 sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.21 in Appendix H - 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 A - Required Forms Exhibit 2, 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 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 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.
- 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 Regarding 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 A - Required Forms Exhibit 5, as part of their SOQ.

#### **1.25 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 the 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 A - Required Forms Exhibit 9, 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 H - Master Agreement, sub-paragraph 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 Appendix G (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://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-paragraph 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-paragraph 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 C.

### **1.31 Jury Service Program**

The prospective contract 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, Appendix D, and the pertinent jury service provisions of the Appendix H - Master Agreement, sub-paragraph 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 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. 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, as set forth in Appendix A - Required Forms Exhibit 10, 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 Affairs' (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 <http://www.pd.dgs.ca.gov/smbus/default>.

### **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 their company. This information shall be provided by the Vendor in Appendix A - Required Forms - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit and CBE Information. 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 Section 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix H - Sample Master Agreement.

### **1.37 Intentionally Omitted**

### **1.38 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 Tax Program Ordinance, Appendix J, and the pertinent provisions of the Sample Master Agreement, Appendix H, Sub-paragraph 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, Exhibit 12 in Appendix A – 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.

### **1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program**

1.39.1 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 DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 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 Section 1.39.1, 1 or 2 above.

1.39.3 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.

1.39.4 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 <http://www.dgs.ca.gov/pd/Home.aspx>.

- 1.39.5 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: <http://www.vetbiz.gov/>.

#### **1.40 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.

#### **1.41 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

On October 4, 2016, the Board 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 Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix H (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.

#### **1.42 Countywide Local and Targeted Worker Hiring Program**

On September 6, 2016, the Board approved the Countywide Local and Targeted Worker Hiring Program (LTWHP). Depending on the total Work Order amount, EEPMA Contractors' providing services under this Master Agreement must comply with the LTWHP policy requirements and hiring goals established by the County, as outlined in Exhibit L of Appendix H – Sample Master Agreement.

## 2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors on 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

| Event                                              | Date           |
|----------------------------------------------------|----------------|
| Release of RFSQ                                    | 03/22/17       |
| Request for a Solicitation Requirements Review Due | 04/06/17       |
| Written Questions Due                              | 04/06/17       |
| Addendum Released (Including Questions & Answers)  | 4/12/17        |
| <b>SOQ due by 2:00PM (Pacific Time)</b>            | <b>4/26/17</b> |

NOTE: The County will continuously accept SOQs throughout the duration of the Master Agreement to qualify Vendors. SOQs submitted by the date identified above will be initially reviewed. Subsequent to this date, SOQs will be reviewed as they are received to determine Vendor's qualifications.

### 2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - 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 (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - 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 Vendor.

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 mail or e-mail to the individual identified below. All questions must be received by April 6, 2017. 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, and 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:

Nazeli Albaryan, Contract Analyst  
1100 North Eastern Avenue, Room 101  
Los Angeles, CA 90063  
[Nalbaryan@isd.lacounty.gov](mailto:Nalbaryan@isd.lacounty.gov)

## **2.6 Intentionally Omitted**

## **2.7 Preparation and Format of the SOQ**

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

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

- Table of Contents
- Section 1 – Vendor's Organization Questionnaire/Affidavit and CBE Information
- Section 2 – Executive Summary

- Section 3 – Reference and Experience
- Section 4 – Required Support Documents Establishing Good Standing of Vendor's Business Organization and Authority to Bind Master Agreement
- Section 5 – Required Forms
- Section 6 – Vendor(s) Pending Litigation and Judgments
- Section 7 – Proof of Insurability

## **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.

## **Section 1 - Vendor's Organization Questionnaire/Affidavit and CBE Information**

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix A, Required Forms. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.**

## **Section 2 – Executive Summary**

This section should provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in Sub-paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

- Clearly indicate the EEP Categories for which the Vendor is submitting the SOQ. The EEP Categories are listed in Master Agreement, Exhibit I.
- Describe two (2) years' experience, within the last three (3) years, implementing EEPs in the EEP Categories for which the Vendor is submitting the SOQ. This section must demonstrate the qualifications of Vendor proposed to perform the work to meet the minimum qualification set forth in Sub-paragraph 1.4 of this RFSQ. The projects listed under each EEP Category (which are set forth in Master Agreement, Exhibit I) are examples of typical projects and are not meant to be exhaustive. Vendors may submit qualifying experience for types of projects other than those listed in the EEP Categories. ISD shall determine if the projects qualify as experience under the EEP Categories.

- Identify any services provided to the County within the last three (3) years. State the department for which the work was provided, the nature of the service, and time period.

### **Section 3 – References and Experience**

This section should include completed Exhibits 6, 7, and 8, as set forth in Appendix A, to demonstrate that the Vendor possesses the necessary experience to perform the required services in a given EEP Category.

#### **a. Prospective Contractor References - Exhibit 6**

Provide at least two (2) references for projects in which the same or similar scope of services was provided, in order to confirm that the Vendor meets the minimum qualification as stated in Sub-paragraph 1.4 of this RFSQ. Additional copies of the Prospective Contractor References form should be used if additional references are provided.

#### **b. Prospective Contractor List of Contracts - Exhibit 7**

The listing must include all of Vendor's contracts with public entities for the last three (3) years. Additional copies of the Prospective Contractor List of Contracts form should be used if necessary.

#### **c. Prospective Contractor List of Terminated Contracts - Exhibit 8**

Listing must include all contracts terminated within the past three (3) years with the reason for termination.

While verifying a Vendor's qualification, County may disqualify a Vendor for the following reasons:

- Vendor's references fail to substantiate Vendor's description of the services provided; or
- Vendor's references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- The Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of County's normal working hours.

#### **Section 4 – Required Support Documents Establishing Good Standing of Vendor's Business Organization and Authority to Bind Master Agreements**

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 Master Agreements.

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.

#### **Section 5 – Required Forms**

In addition to those forms previously identified in Section 3, include the following forms as provided in Appendix A – Required Forms. Complete, sign, and date all forms.

#### **Section 6 – Individual(s) 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 (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

## **Section 7 – Proof of Insurability**

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H - Master Agreement, subparagraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

### **2.8 SOQ Submission**

The original SOQ and one (1) copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

**“SOQ FOR ENERGY EFFICIENCY PROJECT SERVICES MASTER AGREEMENT (EEPMA)”**

The SOQ and any related information shall be delivered or mailed to:

Nazeli Albaryan  
Internal Services Department  
1100 N. Eastern Ave.  
Los Angeles, CA 90063

**It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in subparagraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

### **2.9 Acceptance of Terms and Conditions of Master Agreement**

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

### **2.10 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 Department Head or designee.

### **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 Qualifications**

County shall review the Vendor's Organization Questionnaire/Affidavit and CBE Information - Exhibit 1 of Appendix A, Required Forms, and determine if the Vendor meets the minimum qualifications as outlined in sub-paragraph 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 Executive Summary and Experience as provided in Sections 2 and 3 of the SOQ.
- Vendor's References as provided in Exhibit 6. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts (Exhibit 8).
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section 6.

##### **3.1.3 Required Forms**

All forms listed in sub-paragraph 2.7 must be included in Section 5 of the SOQ.

##### **3.1.4 Proof of Insurability**

Review the proof of insurability provided in Section 7 of the SOQ.

False, incomplete, or unresponsive statements in connection with a Vendor's SOQ will result in the SOQ being disqualified without further consideration at the County's sole discretion. The County, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.

#### **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 person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. 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 Energy Efficiency Project Services. However, in order to insure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more 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.

# **APPENDIX A**

## **RFSQ REQUIRED FORMS**

**APPENDIX A  
REQUIRED FORMS  
TABLE OF CONTENTS**

**EXHIBITS**

- 1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION
  - 2 CERTIFICATION OF NO CONFLICT OF INTEREST
  - 3 VENDOR'S EEO CERTIFICATION
  - 4 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION
  - 5 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
  - 6 PROSPECTIVE CONTRACTOR REFERENCES
  - 7 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
  - 8 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
  - 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
  - 10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
  - 11 INTENTIONALLY OMITTED
  - 12 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
  - 13 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- SIGNATURE PAGE OF MASTER AGREEMENT

**REQUIRED FORMS - EXHIBIT 1****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 the Vendor's Minimum Qualifications as stated in Section 1.4, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

- ☐ **Yes** ☐ **No** Vendor must have two (2) years' experience, within the last three (3) years in specific EEPMA Category.
- ☐ **Yes** ☐ **No** Vendor must qualify in one (1) or more of the nine (9) EEP Categories listed in Master Agreement Exhibit I.

## REQUIRED FORMS - EXHIBIT 1

### VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- I. FIRM/ORGANIZATION INFORMATION:** 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.

| <b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise<br><input type="checkbox"/> Other (Specify) _____ |                                        |        |          |        |       |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------|----------|--------|-------|--------|
| <b>Total Number of Employees</b> (including owners): _____                                                                                                                                                                                                                 |                                        |        |          |        |       |        |
| <b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:                                                                                                                                                    |                                        |        |          |        |       |        |
| Race/Ethnic Composition                                                                                                                                                                                                                                                    | Owners/Partners/<br>Associate Partners |        | Managers |        | Staff |        |
|                                                                                                                                                                                                                                                                            | Male                                   | Female | Male     | Female | Male  | Female |
| Black/African American                                                                                                                                                                                                                                                     |                                        |        |          |        |       |        |
| Hispanic/Latino                                                                                                                                                                                                                                                            |                                        |        |          |        |       |        |
| Asian or Pacific Islander                                                                                                                                                                                                                                                  |                                        |        |          |        |       |        |
| American Indian                                                                                                                                                                                                                                                            |                                        |        |          |        |       |        |
| Filipino                                                                                                                                                                                                                                                                   |                                        |        |          |        |       |        |
| White                                                                                                                                                                                                                                                                      |                                        |        |          |        |       |        |

- II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

|       | Black/African<br>American | Hispanic/<br>Latino | Asian or Pacific<br>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 |
|-------------|----------|-------|---------------|------------------|-------|
|             |          |       |               |                  |       |
|             |          |       |               |                  |       |

Vendor further 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.

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

|                                                                 |  |                                            |  |
|-----------------------------------------------------------------|--|--------------------------------------------|--|
| <b>VENDOR NAME:</b>                                             |  | <b>COUNTY WEBVEN NUMBER:</b>               |  |
| <b>ADDRESS:</b>                                                 |  |                                            |  |
| <b>PHONE NUMBER:</b>                                            |  | <b>E-MAIL:</b>                             |  |
| <b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b> |  | <b>CALIFORNIA BUSINESS LICENSE NUMBER:</b> |  |
| <b>VENDOR OFFICIAL NAME AND TITLE (PRINT):</b>                  |  |                                            |  |
| <b>SIGNATURE</b>                                                |  | <b>DATE</b>                                |  |

**REQUIRED FORMS - EXHIBIT 2**  
**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 SOQs 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.

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Vendor Name

---

Vendor Official Title

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Official's Signature

**REQUIRED FORMS - EXHIBIT 3  
VENDOR'S EEO CERTIFICATION**

---

Company Name

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Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor 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. Vendor has written policy statement prohibiting discrimination in all phases of employment.                                                                        | )   | )  |
| 2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.                                                                            |     |    |
| 3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.                                                       |     |    |
| 4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | )   |    |

---

Signature

---

Date

---

Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 4**

For County Solicitations subject to the Federal Restriction

**REQUEST FOR PREFERENCE PROGRAM 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:              |             |
|                             |                 |                    |             |
| <b>Reviewer's Signature</b> | <b>Approved</b> | <b>Disapproved</b> | <b>Date</b> |
|                             |                 |                    |             |

**REQUIRED FORMS - EXHIBIT 4**For County Solicitations **Not** subject to the Federal Restriction**REQUEST FOR PREFERENCE PROGRAM 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**

- ☐ 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 (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **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 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:              |             |
|                             |                 |                    |             |
| <b>Reviewer's Signature</b> | <b>Approved</b> | <b>Disapproved</b> | <b>Date</b> |
|                             |                 |                    |             |

**REQUIRED FORMS - EXHIBIT 5**  
**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 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: \_\_\_\_\_

# **REQUIRED FORMS - EXHIBIT 6** **PROSPECTIVE CONTRACTOR REFERENCES**

**Contractor's Name:** \_\_\_\_\_

List reference where the same or similar scope of work was provided in order to meet the minimum qualifications stated in this solicitation. Indicate by a checkmark (✓) which EEP Category the reference is being used for. The same reference may be used for more than one category. Use additional sheets if necessary.

|  |                                                                                                                             |  |                                                              |
|--|-----------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------|
|  | Retrofit (designs and installation)                                                                                         |  | Demand Response Design and Installation                      |
|  | Renewable Resources and Distributed Generation (non-combined heat and power (CHP) Application) Design and Installation      |  | Demand Reduction Design and Installation                     |
|  | Cogeneration (any combined heat and power application) Design and Installation of a Plant or Integration into Existing Site |  | Miscellaneous Office Control Systems Design and Installation |
|  | Commissioning and Retro-Commissioning                                                                                       |  | Water Conservation                                           |
|  |                                                                                                                             |  | Operation of Photovoltaic (PV) and Battery Systems           |
|  |                                                                                                                             |  | Maintenance of Photovoltaic (PV) and Battery Systems         |
|  |                                                                                                                             |  | Maintenance of Electric Vehicle (EV) Systems                 |

| 1. Name of Firm                                                                                                                                                                               | Address of Firm | Contact Person | Telephone #            | E-mail address |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|------------------------|----------------|
| <hr/> Name or Contract No. <span style="float:right">From (mo./yr.) to (mo./yr.)</span> <span style="float:right">Dollar Amt.</span>                                                          |                 |                |                        |                |
| <b>Description of Project:</b> <hr/> <hr/>                                                                                                                                                    |                 |                |                        |                |
| 2. Name of Firm                                                                                                                                                                               | Address of Firm | Contact Person | Telephone #<br>(     ) | E-mail address |
| <hr/> Name or Contract No. <span style="float:right"># of Years/ # of months</span> <span style="float:right">From (mo./yr.) to (mo./yr.)</span> <span style="float:right">Dollar Amt.</span> |                 |                |                        |                |
| <b>Description of Project:</b> <hr/> <hr/>                                                                                                                                                    |                 |                |                        |                |

**REQUIRED FORMS - EXHIBIT 7  
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.

|                        |                               |                       |                              |
|------------------------|-------------------------------|-----------------------|------------------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |
| <b>2. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |
| <b>3. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |
| <b>4. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |
| <b>5. Name of Firm</b> | <b>Address of Firm</b>        | <b>Contact Person</b> | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   | # of Years / Term of Contract | Type of Service       | Dollar Amt.                  |

# **REQUIRED FORMS - EXHIBIT 8** **PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

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

|                        |                        |                         |                              |
|------------------------|------------------------|-------------------------|------------------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   |                        | Reason for Termination: |                              |
| <b>2. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   |                        | Reason for Termination: |                              |
| <b>3. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   |                        | Reason for Termination: |                              |
| <b>4. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   |                        | Reason for Termination: |                              |
| <b>5. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(    ) |
| Name or Contract No.   |                        | Reason for Termination: |                              |

**REQUIRED FORMS - EXHIBIT 9**  
**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](mailto:GAINGROW@DPSS.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 any resumes and/or fixed price bid being submitted:

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

\_\_\_\_\_YES (subject to verification by County) \_\_\_\_\_NO

B. Vendor is willing to provide DPSS with all job openings and job requirements 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: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 10**  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, 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 Vendor 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:  |

# **INTENTIONALLY OMMITTED**

**REQUIRED FORMS - EXHIBIT 12**  
**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

|                                           |                |           |
|-------------------------------------------|----------------|-----------|
| Company Name:                             |                |           |
| Company Address:                          |                |           |
| City:                                     | State:         | Zip Code: |
| Telephone Number:                         | Email address: |           |
| Solicitation/Contract For _____ Services: |                |           |

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*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:  |

**REQUIRED FORMS - EXHIBIT 13****ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

|                                          |                |           |
|------------------------------------------|----------------|-----------|
| Company Name:                            |                |           |
| Company Address:                         |                |           |
| City:                                    | State:         | Zip Code: |
| Telephone Number:                        | Email address: |           |
| Solicitation/Contract for _____ Services |                |           |

**VENDOR 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 Master Agreement awards or performing services under a County Master Agreement.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Master Agreement and agrees that Vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal/bids, 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:  |

**AUTHORIZATION OF MASTER AGREEMENT FOR  
ENERGY EFFICIENCY PROJECT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and EEPMA Contractor, has caused this Master Agreement to be executed on its behalf by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Michael Owh, Director  
Internal Services Department

By \_\_\_\_\_  
Contractor \_\_\_\_\_  
Tax Identification Number

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

## RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

|                |                  |
|----------------|------------------|
| Vendor Name:   | Date of Request: |
| Project Title: | Project No.      |

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

- ☐ Application of **Minimum Qualifications**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

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

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Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Vendor: \_\_\_\_\_

## **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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 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)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**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)

## 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:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2016)

### 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 2016 are less than \$53,505 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, 2017.

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](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://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 Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 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 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund

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Notice 1015 (Rev. 12-2016)  
Cat. No. 205991

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe1a.org](http://www.babysafe1a.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## 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.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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?

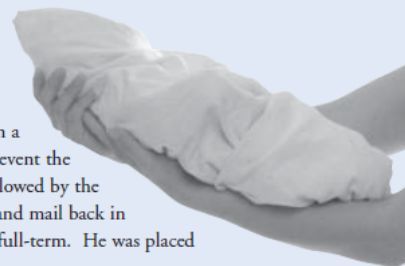
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

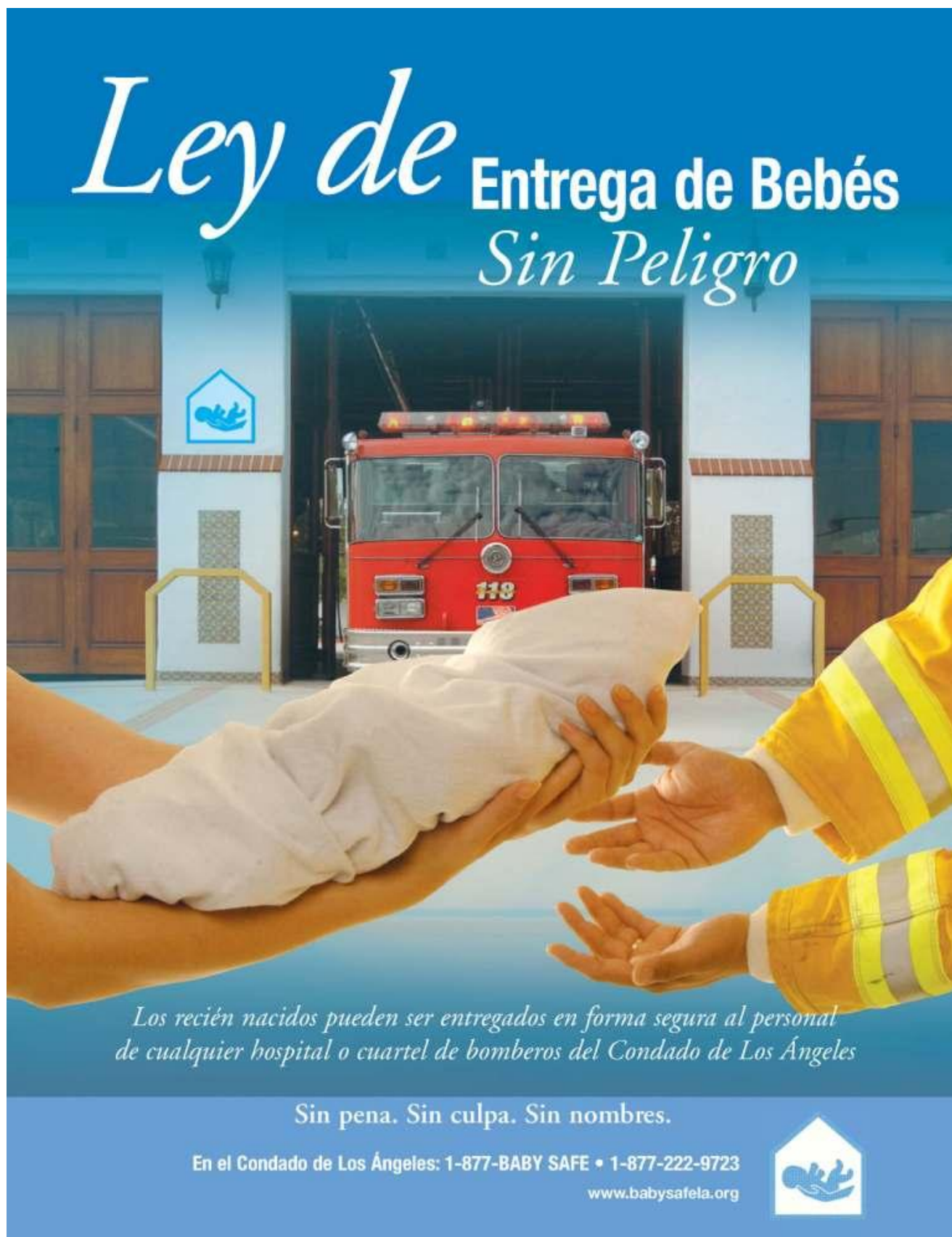
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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](http://www.babysafela.org)



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.



# INTENTIONALLY OMMITTED

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed,

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

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.)

*APPENDIX H*



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**INTERNAL SERVICES DEPARTMENT**

**AND**

**EEPMA VENDOR**

**FOR**

**ENERGY EFFICIENCY PROJECT SERVICES**

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

| PARAGRAPH       | TITLE                                                                                     | PAGE      |
|-----------------|-------------------------------------------------------------------------------------------|-----------|
| <b>RECITALS</b> |                                                                                           | <b>1</b>  |
| <b>1.0</b>      | <b>APPLICABLE DOCUMENTS</b>                                                               | <b>2</b>  |
| <b>2.0</b>      | <b>DEFINITIONS</b>                                                                        | <b>2</b>  |
| <b>3.0</b>      | <b>WORK</b>                                                                               | <b>4</b>  |
| <b>4.0</b>      | <b>TERM OF MASTER AGREEMENT</b>                                                           | <b>6</b>  |
| <b>5.0</b>      | <b>CONTRACT SUM</b>                                                                       | <b>6</b>  |
| <b>6.0</b>      | <b>ADMINISTRATION OF MASTER AGREEMENT- COUNTY</b>                                         | <b>9</b>  |
| 6.1             | COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)                                         | 9         |
| 6.2             | COUNTY'S PROJECT MANAGER                                                                  | 10        |
| <b>7.0</b>      | <b>ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR</b>                                    | <b>10</b> |
| 7.1             | CONTRACTOR'S PROJECT MANAGER                                                              | 10        |
| 7.2             | CONTRACTOR'S AUTHORIZED OFFICIAL(S)                                                       | 11        |
| 7.3             | APPROVAL OF CONTRACTOR'S STAFF                                                            | 11        |
| 7.4             | CONTRACTOR'S STAFF IDENTIFICATION                                                         | 11        |
| 7.5             | BACKGROUND AND SECURITY INVESTIGATIONS                                                    | 12        |
| 7.6             | CONFIDENTIALITY                                                                           | 13        |
| <b>8.0</b>      | <b>STANDARD TERMS AND CONDITIONS</b>                                                      | <b>13</b> |
| 8.1             | AMENDMENTS                                                                                | 13        |
| 8.2             | ASSIGNMENT AND DELEGATION                                                                 | 14        |
| 8.3             | AUTHORIZATION WARRANTY                                                                    | 15        |
| 8.4             | COMPLAINTS                                                                                | 16        |
| 8.5             | COMPLIANCE WITH APPLICABLE LAWS                                                           | 16        |
| 8.6             | COMPLIANCE WITH CIVIL RIGHTS LAWS                                                         | 17        |
| 8.7             | COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM                                             | 17        |
| 8.8             | CONFLICT OF INTEREST                                                                      | 19        |
| 8.9             | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR<br>LAYOFF/OR RE-EMPLOYMENT LIST     | 20        |
| 8.10            | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS                                    | 20        |
| 8.11            | CONTRACTOR RESPONSIBILITY AND DEBARMENT                                                   | 20        |
| 8.12            | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT<br>TO THE SAFELY SURRENDERED BABY LAW | 23        |
| 8.13            | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD<br>SUPPORT COMPLIANCE PROGRAM        | 23        |
| 8.14            | COUNTY'S QUALITY ASSURANCE PLAN                                                           | 24        |

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>                                                                                                      | <b>PAGE</b> |
|------------------|-------------------------------------------------------------------------------------------------------------------|-------------|
| 8.15             | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....                                                           | 24          |
| 8.16             | EMPLOYMENT ELIGIBILITY VERIFICATION .....                                                                         | 25          |
| 8.17             | FACSIMILE REPRESENTATIONS .....                                                                                   | 25          |
| 8.18             | FAIR LABOR STANDARDS.....                                                                                         | 25          |
| 8.19             | FORCE MAJEURE .....                                                                                               | 26          |
| 8.20             | GOVERNING LAW, JURISDICTION, AND VENUE .....                                                                      | 26          |
| 8.21             | INDEPENDENT CONTRACTOR STATUS .....                                                                               | 27          |
| 8.22             | INDEMNIFICATION .....                                                                                             | 27          |
| 8.23             | GENERAL INSURANCE REQUIREMENTS .....                                                                              | 28          |
| 8.24             | INSURANCE COVERAGE REQUIREMENTS .....                                                                             | 30          |
| 8.25             | LIQUIDATED DAMAGES .....                                                                                          | 32          |
| 8.26             | MOST FAVORED PUBLIC ENTITY .....                                                                                  | 33          |
| 8.27             | NONDISCRIMINATION AND AFFIRMATIVE ACTION .....                                                                    | 33          |
| 8.28             | NON EXCLUSIVITY.....                                                                                              | 35          |
| 8.29             | NOTICE OF DELAYS .....                                                                                            | 35          |
| 8.30             | NOTICE OF DISPUTES .....                                                                                          | 35          |
| 8.31             | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED<br>INCOME CREDIT .....                                           | 35          |
| 8.32             | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED<br>BABY LAW .....                                            | 36          |
| 8.33             | NOTICES.....                                                                                                      | 36          |
| 8.34             | PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....                                                                | 36          |
| 8.35             | PUBLIC RECORDS ACT .....                                                                                          | 36          |
| 8.36             | PUBLICITY .....                                                                                                   | 37          |
| 8.37             | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....                                                            | 38          |
| 8.38             | RECYCLED BOND PAPER .....                                                                                         | 39          |
| 8.39             | SUBCONTRACTING .....                                                                                              | 39          |
| 8.40             | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE<br>WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM ..... | 41          |
| 8.41             | TERMINATION FOR CONVENIENCE .....                                                                                 | 41          |
| 8.42             | TERMINATION FOR DEFAULT .....                                                                                     | 42          |
| 8.43             | TERMINATION FOR IMPROPER CONSIDERATION .....                                                                      | 43          |
| 8.44             | TERMINATION FOR INSOLVENCY .....                                                                                  | 44          |

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

| <b>PARAGRAPH</b> | <b>TITLE</b>                                                                                                              | <b>PAGE</b> |
|------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|
| 8.45             | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST<br>ORDINANCE .....                                                       | 44          |
| 8.46             | TERMINATION FOR NON-APPROPRIATION OF FUNDS.....                                                                           | 45          |
| 8.47             | VALIDITY.....                                                                                                             | 45          |
| 8.48             | WAIVER .....                                                                                                              | 45          |
| 8.49             | WARRANTY AGAINST CONTINGENT FEES .....                                                                                    | 45          |
| 8.50             | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY<br>TAX REDUCTION PROGRAM .....                                    | 46          |
| 8.51             | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE<br>WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ..... | 46          |
| 8.52             | TIME OFF FOR VOTING .....                                                                                                 | 46          |
| 8.53             | COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN<br>TRAFFICKING .....                                              | 47          |
| <b>9.0</b>       | <b>UNIQUE TERMS AND CONDITIONS .....</b>                                                                                  | <b>47</b>   |
| 9.1              | HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996<br>(HIPAA) .....                                              | 47          |
| 9.2              | LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM ....                                                            | 48          |
| 9.3              | OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT .....                                                                      | 49          |
| 9.4              | PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION .....                                                                  | 50          |
| 9.5              | INTENTIONALLY OMITTED.....                                                                                                | 51          |
| 9.6              | SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM .....                                                                           | 51          |
| 9.7              | DATA DESTRUCTION .....                                                                                                    | 52          |
| 9.8              | DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE<br>PROGRAM.....                                                    | 52          |
| 9.9              | COUNTYWIDE LOCAL AND TARGETED WORKER HIRING POLICY .....                                                                  | 53          |
|                  | <b>SIGNATURES .....</b>                                                                                                   | <b>54</b>   |

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

**STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F SAMPLE WORK ORDER AND STATEMENT OF WORK FORMATS**
- G REQUIRED FORMS**
- H SUBSEQUENT EXECUTED WORK ORDERS (not attached)**
- I ENERGY EFFICIENCY PROJECT SERVICES MASTER AGREEMENT CATEGORIES**
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM**
- K COUNTYWIDE LOCAL AND TARGETED WORKER HIRING PROGRAM**

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
EEPMA VENDOR  
FOR  
ENERGY EFFICIENCY PROJECT SERVICES**

This Master Agreement and Exhibits is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, Internal Services Department hereinafter referred to as "County" and EEPMA Vendor, hereinafter referred to as "Contractor", to provide Energy Efficiency Project Services in the following category/categories: Retrofit (Design and Installation), Renewable Resources and Distributed Generation (non-combined heat and power (CHP) application) Design and Installation, Cogeneration (any combined heat and power application) Design and Installation of a Plant or Integration into Existing Site, Commissioning and Retro-Commissioning, Demand Response Design and Installation, Demand Reduction Design and Installation, Miscellaneous Office Control Systems Design and Installation, and Water Conservation, Operation of Photovoltaic (PV) and Battery Systems, Maintenance of Photovoltaic (PV), Battery Systems, and Maintenance of Electric Vehicle (EV) Systems.

**RECITALS**

WHEREAS, the County may contract with private businesses for Energy Efficiency Project Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Energy Efficiency Project Services; and

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

WHEREAS, on (date to be determined) the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute and administer this Master Agreement; and

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

Exhibits A, B, C, D, E, F, G, H, I, J, and K 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 Master Agreement 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 according to the following priority:

### Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Sample Work Order and Statement of Work Formats
- 1.7 EXHIBIT G - Required Forms
- 1.8 EXHIBIT H - Subsequent Executed Work Orders (not attached)
- 1.9 EXHIBIT I - Energy Efficiency Project Services Master Agreement Categories
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program
- 1.11 EXHIBIT K - Countywide Local and Targeted Worker Hiring Program

This Master Agreement 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-paragraph 8.1 – 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.

- 2.1 **Active Contractor:** Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements has all been received by the Department and are valid and in effect at the time of a given Work

Order award. The terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County and execute Work Orders and Work Order Amendments.
- 2.4 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 Department:** Los Angeles County Internal Services Department
- 2.7 Director:** Director of Internal Services Department or his/her designee.
- 2.8 Energy Efficiency Project (EEP):** a project that saves utility expenditures to the County through energy efficiency, consumption and/or demand reduction, optimized operations and controls, or self-generation.
- 2.9 Fiscal Year:** The twelve-month period beginning July 1st and ending the following June 30<sup>th</sup> each year.
- 2.10 ISD:** Internal Services Department of Los Angeles County.
- 2.11 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.
- 2.13 Request For Statement of Qualifications (RFSQ):** A solicitation for the purpose of establishing a pool of Qualified Vendors to provide services through Master Agreements.

- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work :** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.16 Total Maximum Amount:** The maximum monetary amount specified as payable on a Work Order.
- 2.17 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 Statement of Work. Each Work Order shall result from a competitive process, solicited by and tendered to County, by Qualified Contractors, except in the case of sole source Work Orders. Work Orders may be structured as time-and-materials or fixed-price-per-deliverable Work Orders. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders. Each Work Order is controlled by the terms and conditions of the Master Agreement.
- 2.18 Work Order Solicitation:** Competitive solicitation containing the Statement of Work, evaluation factors and other relevant information necessary to bid on a Work Order. The Work Order Solicitation shall be sent to Qualified Contractors in the respective categories.

### **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 in each Work Order and its related Statement of Work.
- 3.2** Work Orders shall generally conform to either Exhibit F1 or F2, depending on whether the particular Work Order is to be performed on a time-and-materials basis (see Exhibit F1) or on a fixed-price-per-deliverable basis (see Exhibit F2) as determined by County. Each Work Order shall include an attached Statement of Work (see Exhibit F3), 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-priced-per-deliverable basis, subject to the total maximum amount specified on each individual Work Order.
- 3.3** 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 Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1 - Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

- 3.4 From time to time during the term of the Master Agreement, County shall issue Work Order Solicitations. County procedures for issuing and executing Work Orders are as set forth in this Section. County shall issue a Work Order Solicitation containing a Statement of Work (see Exhibit F3 for Sample Statement of Work Fixed Price Per Deliverable Basis) to Active Contractors who are qualified in the applicable EEP Category or Categories. Each interested Qualified Contractor contacted shall submit a bid to the County address within the timeframe specified in the Work Order solicitation.
- 3.5 The evaluation method for time-and-materials Work Orders requires selection of the lowest-cost qualified bid. The evaluation method for fixed-price-per-deliverable Work Orders may be based on selection of the lowest-cost qualified bid, however the County reserves the right to utilize other evaluation factors set forth in the Work Order Solicitation.
- 3.6 County estimates that selection of any Contractor pursuant to a given Work Order solicitation shall occur within seven business days of County's completion of the evaluation of the Work Order bids timely received. Following selection, all Contractors selected must be available to meet with County 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 County's MAPD.
- 3.7 In the event Contract defaults three times under Sub-paragraph 3.6, the County may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for Default.
- 3.8 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time-and-material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order.

- 3.9 The need for surety bonds for the implementation of an EEP will be indicated on the Statement of Work of the Work Order Solicitation.
- 3.10 Contractor personnel will normally be requested to provide service at facilities within the boundaries of Los Angeles County.
- 3.11 At the sole discretion of the Project Manager, Contractor employees exhibiting conduct or actions determined to be detrimental to the public patronizing the County facility may be immediately denied access to the facility. The County's Project Manager may give the Contractor written notice to meet with the County's Master Agreement Program Director or his/her designee to determine an appropriate course of action to prevent any additional unsatisfactory conduct.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors (Board). This Master Agreement shall expire in September 4, 2022 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two additional two-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 Contractor shall notify ISD when this Master Agreement is within six (6) months of the expiration date provided for in Sub-paragraph 4.1 hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County's MAPD at the address set forth in Exhibit A hereto.

#### **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 may not exceed amounts allocated to ISD 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.

- 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 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.

- 5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either: (1) monthly, if performed on a time-and-materials basis (see Exhibit F1) or (2) by deliverable, if performed on a fixed-price-per-deliverable basis (see Exhibit F2).

- 5.4.2 Payment for all work shall be on either a time-and-materials basis or a fixed-price-per-deliverable basis, subject to the total maximum amount specified in each Work Order, less any amounts assessed in accordance with Sub-paragraph 8.25 - Liquidated Damages.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., except as specifically set forth in a Work Order. In the event the County requires the Contractor to travel as part of their work assignments the Work Order will state whether such travel reimbursement is offered.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted. In the event work, invoices, or time reports are not approved by the County Project Manager, County may withhold payment and/or pursue any other remedies set forth in this Master Agreement or otherwise provided by law. For fixed price per deliverable Work Orders, County shall approve the deliverable, reject the deliverable, or allow Contractor to cure any deliverable deemed defective by County. For time and material Work Orders County will deduct from payment a pro rata amount for any time billed for work that is not accepted. Approval of Contractor's work and/or deliverable shall not be unreasonably withheld.

5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

#### 5.4.6 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.

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- County-assigned Work Order number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

#### Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County-assigned Work Order number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.
- Date of written approval of work by County's Project Manager or designee.

#### 5.4.7 Local Small Business Enterprises (LSBEs)– Prompt Payment Program

Certified LSBEs (as defined herein below) 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.

## 6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County administration referenced in the following Sub-paragraphs is provided in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses set forth in Exhibit A.

### 6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend any amendments to this Master Agreement, approve and execute Work Orders and Work Order Amendments in accordance with Sub-paragraph 8.1 – Amendments, hereof and to resolve disputes between ISD and Contractor.

## **6.2 County's Project Manager**

The County's Project Manager is the County's primary contact person with respect to the day-to-day administration of this Master Agreement.

6.2.1 The responsibilities of the County's Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Orders are satisfactorily complied with;
- coordinating and monitoring the work of Contractor personnel and ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on all Work Orders performed hereunder;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular Work Order;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County's Project Manager is not authorized to make any changes to Work Order labor rates, dollar totals or periods of performance, or to the terms and conditions of this Master Agreement

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager is the approving authority for Work Orders and Work Order Amendments.

7.1.3 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager 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) are designated in Exhibit B. Contractor shall promptly notify County's Project Manager 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. County may require Contractor to provide supporting documents establishing such authority.

## **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 Project Manager. Contractor shall give County advance notice of any change in its staff, and 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 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County identification badge ("County ID Badge") on their person and visible at all times. Contractor bears all expenses of obtaining the badge.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID Badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID Badge on their person.

- 7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's County ID Badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return such employee's County ID Badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

## **7.5 Background and Security Investigations**

- 7.5.1 At any time prior to or during the term of this Master Agreement, the County may require that all Contractor's staff performing work under this Master Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County-performed fingerprint security clearance. The fees and expenses associated with such background or security investigation shall be the sole responsibility of the Contractor, regardless of whether the Contractor's staff passes or fails the background clearance investigation.
- 7.5.2 If any member of the Contractor's staff does not pass the background clearance investigation, the County may request that such staff be immediately removed from working on the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background clearance investigation.
- 7.5.3 County may immediately, at its sole discretion, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the satisfaction of the County, and/or whose background or conduct is incompatible with County facility access, as solely determined by County.
- 7.5.4 Disqualification, if any, of Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 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.
- 7.6.2 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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 County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 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 unilaterally 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. In the event Contractor does not sign the Amendment, the Contractor may not be considered for further work pursuant to the Master Agreement.

8.1.2 The Director of Internal Services may, at his/her sole discretion, authorize extensions of the term as defined in Paragraph 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 the term, a written notification thereof shall be sent by the Director or his/her designee to the Contractor at the address set forth in Exhibit B.

8.1.3 Additional EEP Categories

Throughout the duration of the Master Agreement, active County Contractors will be able to qualify for work in additional EEP Categories. To do this, the Contractor may submit to the MAPD Exhibit 6 of Appendix A Required Forms of the RFSQ, identifying reference(s) who can validate the Contractor's two (2) years' experience within the last three (3) years in the additional EEP Category for which the Contractor is attempting to apply. To implement the Contractor's eligibility in an additional EEP Category, a written notification thereof shall be sent by the County's MAPD or his/her designee to the Contractor at the address set forth in Exhibit B.

8.1.4 Changes to Subsequent Work Orders

For any changes which affect the Statement of Work, time-and-material rates or deliverable prices, performance period, or assignment of Contractor Personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, in whole or in part, without the prior written consent of County, which consent may be withheld in County's sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which amendment must be 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 any claims the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. Notwithstanding the foregoing, 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 shall constitute an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same hereunder 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, occurring without County's express prior written approval, shall constitute a material breach of the Master Agreement entitling County, at its discretion, to terminate 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 on behalf of 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 by the County.

- 8.4.1 Within 15 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 five 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 Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, Contractor shall institute a system of follow-through which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses to complaints shall be sent to the County's MAPD within three business days of mailing to the complainant.

#### **8.5 COMPLIANCE WITH APPLICABLE LAWS**

- 8.5.1 The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, insofar as the same or any of them are applicable, and as they may be amended from time to time; 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, 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 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 Paragraph 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 Exhibit C - Contractor's EEO Certification.

## **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 hereto as Exhibit D and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Sub-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 Sub-paragraph. The provisions of this Sub-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 Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, 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 Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Sub-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 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-paragraph 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 PROGRAM 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](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of 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 Exhibit E, 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 and posters for printing are available at [www.babysafela.org](http://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 Purchase Order or 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(s) 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 significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

- 8.15.2 If 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 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 (including without limitation attorneys fees and defense costs) which may be incurred or 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-paragraph 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 sub-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 sub-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 the exclusive venue for any action brought hereunder shall be in the courts of 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 subparagraph 7.6 – Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and

expenses (including without limitation attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement. The Contractor's duty to indemnify County shall survive the expiration or other termination of this Master Agreement.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

### **8.23.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Internal Services Department  
Contracting Division  
1100 Eastern Avenue,  
Los Angeles, CA, 90063

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and

related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

**8.23.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage and/or which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

**8.23.5 Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

**8.23.6 Insurance Coverage Requirements for Subcontractors:**

The Contractor shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

**8.23.7 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

|                                          |             |
|------------------------------------------|-------------|
| 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** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**8.24.3 Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

|                          |             |
|--------------------------|-------------|
| Each Accident:           | \$1 million |
| Disease - policy limit:  | \$1 million |
| Disease - each employee: | \$1 million |

**8.24.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

***For any Work Order installation project over \$50,000, the Contractor shall be required to purchase the following insurance coverage:***

**8.24.5 Installation Floater.** Such coverage shall:

- (1) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO policy form CP 10 30), and the perils of earthquake, flood, risk of transit loss, loss during storage (both onsite and offsite) and collapse during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to

include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

- (2) Cover all property to be installed (including labor) for the full contract value (without coinsurance) against loss or damage until completion and acceptance by the County.

Note: Additional insurance coverage may be required consistent with the Scope of Work of an individual Work Order. Evidence of this insurance requirement must be received by ISD and must be valid and in effect at the time of a given Work Order award.

## **8.25 LIQUIDATED DAMAGES**

8.25.1 If, in the judgment of the Director, the Contractor is non-compliant with the terms and obligations assumed hereby, the Director at his/her option, in addition to, or in lieu of, other remedies provided herein may deduct pro rata from the Contractor's invoice for work not performed or other cost of non-compliance with the terms hereof. A description of the work not performed (or other non-compliance) 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 determines that there are deficiencies in the Contractor's performance of this Master Agreement that are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor requiring correction of the deficiency within specified time frames. Should the Contractor fail to correct the deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, a pro rata amount for deficiencies or incomplete work under any outstanding Work Orders; 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 such circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, 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 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 Sub-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 Sub-paragraph 8.25 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or Sub-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, subcontractors (if applicable and properly approved), 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 Exhibit C - Contractor's EEO Certification.
- 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, or 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-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement 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, it will be impracticable or extremely difficult to fix the extent of actual damages, and 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. The parties agree that said amount is a reasonable estimate of such damages, and that the Contractor shall be liable to the County for liquidated damages in said amount.

## **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with 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 County's MAPD any dispute between the County and the Contractor regarding the performance of services pursuant to this Master Agreement. If the MAPD is not able to resolve the dispute, the Director of Internal Services Department or 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.

### **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 E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at [www.babysafela.org](http://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 Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Internal Services Department 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. Notwithstanding the foregoing, no bar exists against any hiring action initiated through a public announcement.

### **8.35 PUBLIC RECORDS ACT**

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

documents submitted in connection with any Work Order Solicitation, shall become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, with the exception of those documents that are exempt from disclosure or are not defined as public records by California Government Code Section 6250 et seq. (Public Records Act). Consistent with the Public Records Act, documents which are legitimately marked by Contractor as “trade secret,” “confidential,” or “proprietary” shall be exempt from disclosure. However, 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 inadvertent or if the County determines in its sole discretion that disclosure is required by law, or by an order issued by a court of competent jurisdiction. The County will make reasonable efforts to avoid inadvertent disclosure of confidential records.

- 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 records marked “trade secret,” “confidential,” or “proprietary,” the Contractor agrees to defend and indemnify the County from and against all costs and expenses, including reasonable attorney’s fees, in any 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 Project Director. 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-paragraph 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. 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-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 At any time during the term of this Master Agreement and within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement. 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 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, incorporating this Master Agreement and the Work Orders by reference and including the following statement by the subcontractor: “Subcontractor agrees to be bound by and perform all terms and conditions applicable to Contractor under the Master Agreement and Work Orders;”
  - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify 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 Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all work required of it under any Work Order issued pursuant to this Master Agreement, including work 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 any proposed 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 for notifying its subcontractors of this County right.
- 8.39.6 The County’s MAPD or designee 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 the County’s Project Manager before any subcontractor employee may perform any work hereunder.

#### **8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a material 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 Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 TERMINATION FOR CONVENIENCE**

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, 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 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 fewer than 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 immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; 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 or Work Order shall be maintained by the Contractor in accordance with Sub-

paragraph 8.37, Record Retention and 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 Director:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued 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 Sub-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 Sub-paragraph.
- 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 Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 Sub-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-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-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-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this Sub-paragraph 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 To the extent permitted by law, 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 Subparagraph 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 TO 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-paragraph 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 Master Agreement 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 Master Agreement 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 contract 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 Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **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.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do

so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described herein above.

## **9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM**

- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 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 contract to which it would not otherwise have been entitled, 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), be assessed a penalty in an amount of not more than ten (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).

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.

### **9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.3.1 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 Master Agreement.
- 9.3.2 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.
- 9.3.3 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 or 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 "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 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 the prior written consent of Contractor.

- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

#### **9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.4.1 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.
- 9.4.2 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 item 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.
- 9.4.3 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.

**9.5 INTENTIONALLY OMITTED**

**9.6 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM**

9.6.1 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.

9.6.2 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.

9.6.3 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.

9.6.4 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.

## **9.7 DATA DESTRUCTION**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**

- 9.8.1 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.
- 9.8.2 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.
- 9.8.3 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.

9.8.4 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.

## **9.9 COUNTYWIDE LOCAL AND TARGETED WORKER HIRING PROGRAM**

This Master Agreement is subject to the provisions of the Countywide Local and Targeted Worker Hiring Program (LTWHP). Depending on the total Work Order amount, EEPMA Contractors' providing services under this Master Agreement must comply with the LTWHP policy requirements and hiring goals established by the County, as outlined in Exhibit K of this Master Agreement.

**AUTHORIZATION OF MASTER AGREEMENT FOR  
ENERGY EFFICIENCY PROJECT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and **EEPMA VENDOR**, has caused this Master Agreement to be executed on its behalf by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 201X.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Scott Minnix, Director  
Internal Services Department

By \_\_\_\_\_  
Contractor Tax Identification Number

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel