



ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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March 3, 2026

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR THE PROVISION OF REAL PROPERTY INSURANCE SERVICES

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) Public Administrator (PA) is issuing this Request for Statement of Qualifications (RFSQ) for the provision of Real Property Insurance Services. TTC intends to establish a Master List (List) of qualified insurance brokers of property-casualty insurance products to provide liability, casualty, fire, and related insurance coverages for real properties and/or contents of real properties managed by the PA. The PA will initiate a request for insurance coverage via email to each Contractor on the List to provide the proposed coverage at an estimated real property value by a set deadline.

You may download the RFSQ by accessing the County's website at <https://camisvr.co.la.ca.us/lacobids/>, selecting "Open Solicitations," and searching by the solicitation title of **Real Property Insurance Services**. You may also download the RFSQ by accessing TTC's website at: <https://ttc.lacounty.gov/contract-opportunities/>. Vendors are responsible for downloading and reviewing the entire RFSQ.

The RFSQ includes the service requirements, Statement of Qualifications (SOQ) content and format requirements, a description of the SOQ selection process, and a sample Master Agreement. Vendors that meet the minimum requirements identified in the RFSQ, Paragraph 3.0, Minimum Mandatory Requirements, are invited to submit an SOQ to provide the services described in Exhibit A (Statement of Work (SOW)) of Appendix A (Master Agreement). Vendors should carefully review the RFSQ and ensure their SOQ complies with all RFSQ requirements.

Vendors must prepare the SOQs in accordance with RFSQ, Paragraph 7.0 (Statement of Qualification (SOQ) Requirements). Vendors understand and agree that submission of an SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of this RFSQ and any addenda including, but not limited to, Appendix A (Master Agreement). The terms and conditions of Appendix A (Master Agreement) are **not** negotiable.

Interested Party
March 3, 2026
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SOQs are due no later than 5:00 p.m. Pacific Time, on Tuesday, March 24, 2026, and must be submitted to the email address indicated below. TTC will review each subsequent SOQ submitted after the initial deadline and enter into Master Agreements with each Vendor that meets all requirements of this RFSQ on a flow basis, until there are ten Contractors on the List. TTC may close this solicitation at any time at its sole discretion.

Email Address: contracts@ttc.lacounty.gov
Subject Line: SOQ for Real Property Insurance Services – TTC RFSQ 2026-01 RPIS
Attention: Maria Vadai

Very truly yours,


ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:VN:DS:MV:ms



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
PUBLIC ADMINISTRATOR**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR
REAL PROPERTY INSURANCE SERVICES**

**Prepared By
County of Los Angeles**

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APPENDICES

- A Master Agreement:** Identifies the terms and conditions in the Master Agreement.
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQ).
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D Defaulted Property Tax Reduction Program:** The County Code.

1.0 SOLICITATION INFORMATION

RFSQ Release Date	03/03/26
RFSQ Contact	Maria Vadai, via email: contracts@ttc.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	03/10/26
Written Questions Due	03/12/26
Questions and Answers Released via Addendum on or about	03/16/26
SOQs Due	03/24/26
Anticipated Master Agreement Term	Base Term: Five years *Option periods: Three additional one-year periods, and six month-to-month extensions Maximum total Master Agreement Term: Eight years and six months *Option periods are exercised at the sole discretion of the Treasurer and Tax Collector, or designee

2.0 GENERAL INFORMATION

2.1 Scope of Work

The Treasurer and Tax Collector is the *ex officio* Public Administrator for the Los Angeles County (County), and the Public Administrator (PA) is responsible for administering decedent estates and managing the estates' real properties in accordance with the California Probate Code. The PA also provides property management services to the Public Guardian (PG), a division of the County Department of Mental Health (DMH), responsible for administering the estates of individuals under conservatorship.

Pursuant to California Probate Code §§ [2460](#) and [9656](#), the County Treasurer and Tax Collector (TTC) intends to establish a Master List (List) of insurance Contractors of property-casualty insurance products to provide liability, casualty, fire, and related insurance coverages for real properties and/or contents of real properties managed by the PA.

Real properties requiring insurance coverage may or may not be occupied, may or may not have structures on the property or may be vacant land. Real properties that have structures may include single-family homes, multi-family housing, condominiums, townhouses, commercial properties, and mobile homes located in or outside the County.

TTC intends to establish a List of up to ten insurance Contractors of property-casualty insurance products to provide liability, casualty, fire, and related insurance coverages for real properties and/or contents of real properties managed by the PA. Subsequent to TTC's establishment of the List, the PA will initiate a request for insurance coverage via an email to each Contractor on the List to provide the proposed coverage at an estimated real property value by a set deadline. Upon the PA's receipt of the proposed coverage bids, the PA will select a Contractor from the submitted policy proposals, no later than two Business Days after the deadline.

2.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

- 2.2.1** Specifies the Vendor's Minimum Mandatory Requirements, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- 2.2.2** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- 2.2.3** Explains how the SOQ will be reviewed, selected and qualified.

2.2.4 The following Appendices are included in the RFSQ:

- A Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- B Required Forms:** Forms contained in this section must be completed and included in the SOQ.
- C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D Defaulted Property Tax Reduction Program:** The County Code.

2.3 Terms and Definitions

The headings in the RFSQ are for convenience and reference only and do not define the scope of any provision in the RFSQ. The definitions will be construed to have the meanings indicated, unless another meaning is apparent from the context in which the term is used. For your convenience, definitions are located in Appendix A (Master Agreement), Paragraph 2.0 (Definitions).

2.4 Master Agreement Process

The purpose of this solicitation is to enable the TTC to establish a List of up to ten insurance Contractors of property-casualty insurance products to provide liability, casualty, fire, and related insurance coverages for real properties and/or contents of real properties managed by the PA. A Vendor must meet all requirements of this RFSQ in order to be included on the List.

- 2.4.1** TTC will review each SOQ submitted by a Vendor by the initial deadline and determine if the Vendor met all requirements of this RFSQ. Thereafter, TTC will enter into individual Master Agreements with each Vendor and add the Vendor to the List.
- 2.4.2** TTC will review each subsequent SOQ submitted after the initial deadline and enter into Master Agreements with each Vendor that meets all requirements of this RFSQ on a flow basis until there are ten Contractors on the List.
- 2.4.3** The Master Agreement sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Service Requests.
- 2.4.4** TTC will reject an SOQ if a Vendor, including the principal owner(s) of a Vendor, appears on the Listing of Vendors Debarred in the County.

2.4.5 SUBCONTRACTING

The Vendor will **not** Subcontract the Master Agreement, or any portion thereof. Any attempt by the Vendor to Subcontract will be null and void, and constitutes a material breach of the Master Agreement.

2.5 Master Agreement Term

- 2.5.1** The Master Agreement Term will be for a period of five years commencing upon the execution of the first individual Master Agreement, unless sooner terminated or extended in whole or in part, with the option to extend the Master Agreement Term for up to three additional one-year renewal periods and six month-to-month extensions, for a maximum total Master Agreement Term of eight years and six months. A Master Agreement is deemed executed upon Vendor's signature and thereafter the approval and signature by the Treasurer and Tax Collector, or designee. Option periods and extensions will be exercised at the sole discretion of the Treasurer and Tax Collector, or designee.
- 2.5.2** Pursuant to Subparagraph 2.4.2, TTC will enter into Master Agreements with Vendors, on a flow basis, that meet all requirements of this RFSQ until there are ten Contractors on the List. The Master Agreement will have the same termination date for each Contractor, as specified in Subparagraph 2.5.1, regardless of when a Contractor is added to the List.
- 2.5.3** TTC may close this solicitation at any time at its sole discretion. If this occurs, TTC will no longer accept SOQs from prospective Vendors.
- 2.5.4** If TTC removes a Contractor from the List, the Contractor may, subsequent to removal, submit an SOQ upon expiration of the suspension period, as long as the solicitation is still active and the Contractor meets all the Minimum Mandatory Requirements.

2.6 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in Appendix A (Master Agreement), Subparagraph 8.22 (Indemnification). Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Master Agreement), Subparagraph 8.23 (General Provisions for all Insurance Coverage) and Subparagraph 8.24 (Insurance Coverage).

3.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Vendors that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW) of Appendix A (Master Agreement), of this RFSQ, are invited to submit an SOQ, provided they meet

the following Minimum Mandatory Requirements at the time of SOQ submission. Where indicated, Vendors must provide supporting documentation, if applicable, in response to meeting that Minimum Mandatory Requirement. Any misrepresentation may result in the automatic disqualification of the Vendor at any phase of the evaluation process:

- 3.1** Vendor must have five years of experience, within the last five years, providing Real Property Insurance Services or services equivalent or similar to the services identified in Exhibit A (SOW).
- In the event the Vendor itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the Vendor's firm individually do, then the County may consider their experience performing services equivalent or similar to the Services identified in Exhibit A (SOW), in meeting this requirement. Vendors must provide a detailed written description and/or résumé demonstrating their principals' five years of experience to fulfill this requirement.
- 3.2** Vendor must have a business office located within the state of California with responsible persons to maintain all records that are required per this RFP.
Vendor must provide a business license to meet this requirement.
- 3.3** Vendor must submit its California insurance broker or agent's license to ensure it is in good standing.
- 3.4** If Vendor's compliance with a County contract has been reviewed by the County's Department of Auditor-Controller (A-C) within the last 10 years, Vendor must not have unresolved questioned costs identified by the A-C in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Master Agreement Execution

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

4.2 County's Right to Amend Request for Statement of Qualifications (SOQs)

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 will 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 County's Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will 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.

4.4 Background and Security Investigations

Each of the Contractor's staff performing work under this Master Agreement who is in a designated sensitive position, as determined by TTC in the TTC's sole discretion, will undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Master Agreement. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor Project Director, Contractor Project Manager, Contractor Alternate Project Manager, and staff that have access to County information and/or assets.

The Contractor's staff may undergo a background investigation which may include, but not limited to, submitting fingerprints to the California DOJ to include State, local, and federal-level review, which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to: bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with the background investigation will be at the expense of the Contractor, whether the Contractor's staff member passes or fails the background investigation.

5.0 NOTIFICATION TO VENDORS

5.1 California Public Records Act

5.1.1 Responses to this RFSQ will become the exclusive property of the County. 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."

- 5.1.2** The County will 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 will 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.

5.2 Contact with County Personnel

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

Email Address: contracts@ttc.lacounty.gov
Subject Line: TTC RFSQ 2026-01 RPIS
Attention: Maria Vadai

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.

5.3 Mandatory Requirement to Register on County's WebVen

All potential Contractors must be registered in the County's WebVen by or before SOQ submission. 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/>.

5.4 Protest Process

- 5.4.1** 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 Subparagraph 5.4.3 (Grounds for Review) below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Subparagraphs below.

- 5.4.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement 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.

5.4.3 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:

- Solicitation Requirements Review (Referenced in Subparagraph 9.1)
- Disqualification Review (Referenced in Subparagraph 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Vendor Responsibility

- 5.6.1** 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 Master Agreement. It is the County's policy to conduct business only with responsible Vendors.
- 5.6.2** 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 Master Agreements, 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 will not be the basis of a determination that the Vendor is not responsible.
- 5.6.3** The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, 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.

- 5.6.4** If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will 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.
- 5.6.5** If the Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor will reside with the Board.
- 5.6.6** These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

5.7 Vendor Debarment

- 5.7.1** 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 years but may exceed five 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 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.
- 5.7.2** These terms will also apply to proposed subcontractors of Vendors on County contracts.
- 5.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Improper Considerations

5.8.1 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 must 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.

5.8.2 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

5.8.3 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.

5.9 County Lobbyist Ordinance

The County 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.

5.10 Consideration of GAIN/START Participants for Employment

- 5.10.1** As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
- 5.10.2** Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

- 5.11.1** The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Subparagraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is 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.
- 5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), 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.

5.12 Pending Acquisitions/Mergers by Proposing Company

The Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Vendor in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

5.14.1 The prospective Master Agreement 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 reference the pertinent provisions of Appendix A (Master Agreement), Subparagraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Subparagraph 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program), 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.

5.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

5.15.1 On October 4, 2016, the County 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.

5.15.2 Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Subparagraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (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.

5.16 Intentionally Omitted

5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

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

5.17.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must complete the Vendor Direct Deposit Registration with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

5.18 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 5.18.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Additionally, on February 27, 2024, the County adopted Los Angeles County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.
- 5.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with [Section 12952](#) and [Chapter 8.300](#) of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Master Agreement.
- 5.18.3** Further, contractors are required to comply with the requirements under [Section 12952](#) and Los Angeles County Code [Chapter 8.300](#) for the term of any contract awarded pursuant to this solicitation.

5.19 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Vendor's CBE participation must be reflected in Exhibit 5

(Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Vendors must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master Agreement. The Vendor must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 Days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Vendor or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for 12 months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subparagraphs 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at: https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1** In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2** To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 6.2.3** 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 County with their bid.

6.3 Social Enterprise (SE) Preference Program

- 6.3.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.3.2** To apply for certification as an SE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 6.3.3** 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 their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the County with their bid.

6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.4.1** 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](#).
- 6.4.2** The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 6.4.3** 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 their DVBE certification approval letter from the County with their bid.

6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 Calendar Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at the Treasurer and Tax Collector's, or designee's, sole judgment and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of 365 Days following the final proposal submission date.

7.2 Vendors' Questions

7.2.1 Vendors may submit written questions regarding this RFSQ by e-mail to:

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFSQ 2026-01 RPIS – Proposers' Questions

Attention: Maria Vadai

All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

7.2.2 When submitting questions, please specify the RFSQ 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.

7.3 Intentionally Omitted

7.4 Preparation and Format of the SOQ

One SOQ must be submitted via electronic mail (e-mail) to the email noted below by the date and time listed in Paragraph 1.0 (Solicitation Information).

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFSQ 2026-01 RPIS

Attention: Maria Vadai

All SOQs must be 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

- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

7.4.1 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.

7.4.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor must complete, sign and date Exhibit 1

(Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.**

Provide a summary of relevant background information to demonstrate that the Vendor meets the Minimum Mandatory Requirements stated in Paragraph 3.0 (Minimum Mandatory Requirements) of this RFSQ and has the capability to perform the required services as a corporation or other entity.

1. Vendor must have five years of experience, within the last five years, providing Real Property Insurance Services or services equivalent or similar to the services identified in Exhibit A (SOW).
 - In the event the Vendor itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the Vendor's firm individually do, then the County may consider their experience performing services equivalent or similar to the Services identified in Exhibit A (SOW), in meeting this requirement. Vendors must provide a detailed written description and/or résumé demonstrating their principals' five years of experience to fulfill this requirement.

Additionally, Vendor must include a list containing all public entities (e.g., city, county, or any other government) contracts for the last three years where the same or similar scope of services was provided. Vendor's completed form Exhibit 7 (List of Public Entities), in Appendix B (Required Forms) must be provided in Section B (Required Forms) of Vendor's SOQ. Vendor may use additional sheets, if necessary.

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

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

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.

For Vendors incorporated in another state, please refer to the California Secretary of State website at [CA SOS](#) and under Frequently Asked Questions, click on Form/Register, license or terminate a business entity link. Refer to the following questions to determine if you must register with the California Secretary of State:

- a)** Do I have to qualify or register a foreign (out-of-state or out-of-country) business entity?
- b)** How do I qualify or register a foreign (out-of-state or out-of-country) business entity in California?

TTC is not able to advise Vendors incorporated in another state as to whether or not the business must qualify/register to do

business in California. Vendors should consult with its respective legal counsels on this matter as necessary.

If you determine you are not required to qualify/register with the California Secretary of State, you must provide a conformed copy of the most recent "Statement of Information" or its equivalent from your state.

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.

For Vendors incorporated in another state, please refer to the information in Subparagraph 7.4.2 above related to the requirement to qualify or register with the California Secretary of State.

B. Vendor's List of References (Section A.2)

Vendor must provide three references where the same or similar scope of services was provided to validate that the Vendor meets the minimum requirements stated in Paragraph 3.0 (Minimum Mandatory Requirements).

Vendor's completed Exhibit 8 (List of References) in Appendix B (Required Forms) must be provided in Section B (Required Forms) of Vendor's SOQ.

It is the Vendor's sole responsibility to ensure that information provided for each reference is accurate.

County may disqualify a Vendor if:

- References fail to substantiate Vendor's description of the services provided; or
- 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 (e.g., three attempts). It is the Vendor's responsibility to inform the point of contact of normal working hours.

C. Vendor's Debarment History and List of Terminated Contracts (Section A.3)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

D. Vendor's Pending Litigation and Judgments (Section A.4)

The County will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor. **If Vendor does not have pending litigation and has not had judgments against Vendor within the last five years, Vendor must include a statement to that effect.**

7.4.3 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms)

- | | |
|------------|--|
| Exhibit 1 | Organization Questionnaire/Affidavit |
| Exhibit 2 | Certification of Compliance |
| Exhibit 3 | Request for Preference Consideration |
| Exhibit 4 | Debarment History and List of Terminated Contracts |
| Exhibit 5 | Community Business Enterprise (CBE) Information |
| Exhibit 6 | Minimum Mandatory Requirements |
| Exhibit 7 | List of Public Entities |
| Exhibit 8 | List of References |
| Exhibit 9 | Contribution and Agent Declaration Form |
| Exhibit 10 | Declaration |

7.4.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement), Subparagraph 8.23 (General Provisions for all Insurance Coverage)

and Subparagraph 8.24 (Insurance Coverage). 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.

7.4.5 Proof of Licenses (Section D)

Vendors must provide copies of all applicable licenses, certificates, and/or permits. When a license or permit specifies the post office address of the activity licensed, the licensee may conduct such activity only at the address specified in the license. Licenses, certificates and permits, at a minimum, must include the following:

- California insurance broker or agent's license in good standing.

7.5 SOQ Submission

7.5.1 SOQs are due by the date and time listed in Paragraph 1.0 (Solicitation Information) and must be emailed to:

Email address: contracts@ttc.lacounty.gov

Attention: Maria Vadai

Subject Line:

**SOQ FOR
REAL PROPERTY INSURANCE SERVICES
TTC RFP 2026-01 RPIS**

7.5.2 No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to 60 MB per email (includes both the email and all attachments). Multiple emails of various file types (e.g., .zip, Portable Document Format (PDF), Excel) will be accepted. All SOQ documentation must be attached, not linked.

7.5.3 SOQs must be submitted as follows:

File names must consist of the acronym of the Vendor's company name and abbreviated title of the document. Examples of file names are noted below with the example of "Sample File Name" as the company name with acronym (SFN), document number, and file name. File names must not exceed a maximum of 25 characters to ensure the system accepts the document(s):

- SFN 01 Bus Prop
- SFN 02 Bus Prop (Redact)
- SFN 03 Required Forms

- SOQ must be emailed as one individual searchable PDF document.
- Exhibit 5 (CBE Information) of Appendix B (Required Forms) must be submitted in Excel format.
- In addition, Vendors must also submit one redacted copy of the SOQ as an individual searchable PDF document, with all confidential, proprietary and trade secret information redacted. Vendors must specifically redact only those parts of the SOQ that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of every page as "Trade Secret," "Confidential," or "Proprietary," is not acceptable and will be rejected in the sole discretion of the County.

7.5.4 It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting Vendors will bear all risks associated with delays in delivery. Any SOQ received after the scheduled closing date and time for receipt of SOQ, as listed in Paragraph 1.0 (Solicitation Information), will not be accepted.

7.5.5 TTC will review SOQs received after the initial submission deadline on a flow basis for inclusion on the List until TTC receives up to ten Vendors. TTC may close this solicitation at any time at its sole discretion. If this occurs, TTC will no longer accept SOQs from prospective Vendors.

7.5.6 Any Vendor may submit a new SOQ if they have been removed or suspended from the List in accordance with this RFSQ as long as the solicitation is open.

- Rejection of any SOQ will occur when it is not in accordance with this RFSQ referenced above. Rejection reasons include, but are not limited, to the following:
 - California Department of Insurance (CDI) licensing deficiency of the insurance broker (Vendor)
 - Conflict of Interest as noted in Appendix A (Master Agreement), Subparagraph 8.8 (Conflict of Interest).
 - Discovery that the Vendor is not responsive or responsible in some manner that may or may not lead to debarment, etc.
- TTC will reject any SOQ submitted prior to the expiration of the suspension period imposed by TTC.
- It is the responsibility of any Vendor and/or the principal owner(s) of a Vendor that appears on the County Debarment List, State Debarment List and/or the Federal Excluded Parties List, to notify

TTC which will immediately remove the Vendor from the List or reject the Vendor's SOQ as appropriate.

- All SOQs will be firm offers and may not be withdrawn for a period of 365 Calendar Days following the last day to submit SOQs.

All SOQs will be firm offers and may not be withdrawn for a period of 365 Days following the last day to submit SOQs.

Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

7.6 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 A (Master Agreement).

7.7 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 Treasurer and Tax Collector, or designee.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

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

8.1.1 Adherence to Minimum Mandatory Requirements

County will review Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (List of Public Entities), and Exhibit 8 (List of References), to determine if the Vendor meets the Minimum Mandatory Requirements as outlined in Paragraph 3.0 of this RFSQ.

Failure of the Vendor to comply with the Minimum Mandatory Requirements 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.

8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.

- Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

8.1.3 Required Forms

All forms listed in Subparagraph 7.4.3 (Required Forms) must be included in **Section B** of the SOQ.

8.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

8.1.5 Proof of Licenses

Review the proof of licenses provided in **Section D** of the SOQ.

8.2 Selection/Qualification Process

8.2.1 TTC will select responsive and responsible Vendors that have the ability to provide property-casualty insurance products to provide liability, casualty, fire, and related insurance coverages for real properties and/or contents of real properties managed by the PA-related items in the County.

8.2.2 TTC intends that the List commence upon approval and execution of the Master Agreement by the Treasurer and Tax Collector, or designee. The initial List will include Vendors that submitted an SOQ by the initial deadline, as indicated in Paragraph 1.0 (Solicitation Information), and that are found to be responsive and responsible, and demonstrate that they meet the Minimum Mandatory Requirements.

8.2.3 Vendors meeting all requirements of this RFSQ after the initial deadline will be added to the List as per Subparagraph 2.4.2.

8.2.4 A prospective Vendor's business location(s) is/are subject to inspection by the PA prior to consideration for inclusion on the List.

8.3 Master Agreement Award

Vendors must meet all the requirements in the RFSQ prior to TTC considering the Vendor for Master Agreement award. TTC will inform all Vendors of the final selections and execute Master Agreements with each selected Vendor as explained in Subparagraph 2.4 (Master Agreement Process).

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) 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:

- 9.1.1** The request for a SRR is made within the time frame identified in the solicitation document;
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts that either:
 - application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

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

9.2 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 will 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:

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

9.2.2 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

APPENDIX A



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

REAL PROPERTY INSURANCE SERVICES

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**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
REAL PROPERTY INSURANCE SERVICES**

This Master Agreement is made and entered into on **Enter Date (“Execution Date”)**, by and between the County of Los Angeles, hereinafter referred to as “County,” and **Contractor Name**, hereinafter referred to as “Contractor.” **Contractor Name** is located at **Contractor Address**.

RECITALS

WHEREAS, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the County Treasurer and Tax Collector serves as the *ex officio* Public Administrator for the County; and

WHEREAS, pursuant to California Probate Code Section 2460 and Section 9656 the Public Guardian as the conservator or the Public Administrator (PA) as the personal representative may insure real property of the estate against loss or damage; and

WHEREAS, the PA, under agreement with the Public Guardian, a division of the Los Angeles County Department of Mental Health (DMH), provides property management services for individuals under conservatorship; and

WHEREAS, the PA may arrange for Real Property Insurance Services including property casualty insurance products for real properties and or contents of real properties managed by the PA; and

WHEREAS, the Contractor is a private firm specializing in providing property-casualty insurance products for real properties and or contents of real properties; and

WHEREAS, the County of Los Angeles Treasurer and Tax Collector (TTC)/PA may contract with private firms for Real Property Insurance Services;

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 through E are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master

Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A Statement of Work
- Exhibit B County's Administration
- Exhibit C Contractor's Administration
- Exhibit D Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E Defaulted Property Tax Reduction 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 will be valid unless prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings used throughout are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Binder:** A legally binding agreement to provide insurance coverage until a formal policy of insurance can be issued.
- 2.2 Board of Supervisors (Board):** The County's five-member Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.3 Business Days:** Monday through Friday, excluding County Observed Holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County Observed Holidays, unless otherwise stated.
- 2.5 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.

- 2.6 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.7 Contractor's Authorized Official(s):** The individual(s) authorized by the Contractor that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.8 Contractor's Employees:** Any persons designated by the Contractor to perform services under this Contract.
- 2.9 Contractor's Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters, relating to this Contract, that cannot be resolved by the Contractor's Project Manager/Alternate Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as point of escalation, as needed.
- 2.10 Contractor's Project Manager/Alternate Project Manager:** The individual authorized by the Contractor to administer the Master Agreement operations under this Master Agreement.
- 2.11 County Contract's Section – Master Agreement Monitor:** The individual designated by the County to manage and facilitate the administrative functions of the Master Agreement.
- 2.12 County Information:** All Data and Information belonging to the County.
- 2.13 County's Project Director:** The individual authorized by TTC with authority for County to oversee contractual or administrative matters, relating to this Master Agreement, that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.14 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Master Agreement.
- 2.15 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County Observed Holidays unless otherwise stated in the SOW or Master Agreement. A list of County Observed Holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.16 Data:** A subset of Information comprised of qualitative or quantitative data.
- 2.17 Day(s):** Calendar-day(s) unless otherwise specified.
- 2.18 Decedent:** A deceased person who is under the jurisdiction of the PA.
- 2.19 Department:** The County of Los Angeles Treasurer and Tax Collector (TTC), which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.20 Effective Date:** The date of approval of this Master Agreement by the Treasurer and Tax Collector, or designee, or as indicated in Paragraph 4.0 (Term of Master Agreement).
- 2.21 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.22 Improved/Improvements:** As applied to real properties, those properties having appurtenant structures, which include, but are not limited to, homes, garages, sheds, roads, paving, sidewalks, utilities access and/or other preparation of the underlying land, to allow or facilities use, occupancy and/or habitability as a residential or commercial property.
- 2.23 Information:** Any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- 2.24 Master Agreement:** This agreement executed between County and individual Contractors. Included are all supplemental agreements amending or extending the service to be performed. The Master Agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work, including Exhibit A (Statement of Work (SOW)).
- 2.25 Master Agreement Term:** The period of the Master Agreement, commencing after execution of the first individual Master Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Master Agreement.
- 2.26 Master List (List):** A List of Contractors who meet the terms and conditions of this Request for Statement of Qualifications (RFSQ) and have executed a Master Agreement with the County.

- 2.27 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Master Agreement and the SOW that TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Master Agreement and SOW.
- 2.28 Public Administrator (PA):** The County officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. TTC serves as the Public Administrator for the County.
- 2.29 Public Guardian (PG):** The Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of the PG is to protect, care for, and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence. The PA is the agent for the PG for all purposes regarding this Master Agreement.
- 2.30 Treasurer and Tax Collector:** The officer appointed as the County Treasurer and Tax Collector.
- 2.31 TTC:** The County of Los Angeles Treasurer and Tax Collector.

3.0 WORK

- 3.1** From time to time, the PA will request property-casualty insurance products as described in Exhibit A (SOW) for real properties and/or contents of real properties managed by the PA.

4.0 TERM OF MASTER AGREEMENT

- 4.1** The term of this Master Agreement will be five years commencing after execution of the first individual Master Agreement, by the Treasurer and Tax Collector, or designee, unless sooner terminated or extended, in whole or in part, as provided in this Master Agreement.
- 4.2** The County will have the sole option to extend this Master Agreement Term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Master Agreement Term of eight years and six months. Each such option and extension will be exercised at the sole discretion of the Treasurer and Tax Collector, or designee.

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

- 4.3** Contractor must notify the County's Contract's Section – Master Agreement Monitor provided in Exhibit A (SOW) when this Master Agreement is within

six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the email address herein provided in Exhibit A (SOW).

5.0 DEFAULT METHOD OF PAYMENT

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

- 5.1.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.1.2** The Contractor must complete the Vendor Direct Deposit Registration via the website portal at <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.1.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.1.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County Administration referenced in the following Subparagraphs are designated in Exhibit A (SOW). The County will notify the Contractor in writing of any change as they occur.

TTC will assign a County's Project Director and a County's Project Manager to provide, among other things, overall management and coordination of the Master Agreement and act as liaisons for TTC.

6.1 County's Project Director

- 6.1.1** The County's Project Director is responsible for ensuring the Contractor meets the objectives of the Master Agreement and determines the Contractor's compliance with this Master Agreement. This includes inspecting all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor.
- 6.1.2** The County's Project Director is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and serve as a point of escalation, as needed.
- 6.1.3** The County's Project Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement, except as permitted in accordance with Subparagraph 8.1 (Change Notices and Amendments), of this Master Agreement, and is not authorized to further obligate the County in any respect whatsoever.

6.2 County's Project Manager

- 6.2.1** The County's Project Manager is responsible for managing all operational matters under the Master Agreement; requesting meetings as needed with the Contractor's Project Manager/ Alternate Project Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2** The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract's Section – Master Agreement Monitor

The role of the County's Contract's Section – Master Agreement Monitor is responsible for ensuring annual requirements and Master Agreement deliverables (e.g., financial statements, Certificates of Insurance, pending litigation, etc.) are received timely in accordance with Master Agreement provisions from the Contractor.

6.4 County's Departmental Chief Information Officer (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

6.5 County's Departmental Information Security Officer (DISO)

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of

data and to ensure the integrity and security of the Department's IT infrastructure.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized on-site employee, determined and agreed upon between the Contractor and TTC, to act for the Contractor in every detail and that employee must speak and read fluently in English.

A listing of all of Contractor's Administration referenced in the following Subparagraphs is designated in Exhibit B (County's Administration). The Contractor will notify the County's Project Director and County's Project Manager in writing of any changes no later than five Business Days after a change occurs and must include a current résumé for the Contractor's Project Director and Contractor's Project Manager/Alternate Project Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

Request for replacement of any personnel by TTC must be completed within one Business Day.

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director must be a full-time employee of the Contractor. The Contractor's Project Director must be a principal officer in the Contractor's office to service this Master Agreement and to act as a liaison for the Contractor in coordinating the performance of services under the Master Agreement.

7.1.2 The Contractor's Project Director will be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Master Agreement. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.

7.1.3 The Contractor's Project Director must be available to meet and confer with the County's Project Director on an as-needed basis either in person or by telephone as mutually agreed upon by the parties, to review Master Agreement performance and discuss Master Agreement coordination. Such meetings will be conducted at a time and place mutually agreed upon by the parties.

7.2 Contractor's Project Manager/Alternate Project Manager

7.2.1 The Contractor's Project Manager/Alternate Project Manager must be a full-time employee of the Contractor and must have full authority to act on behalf of the Contractor on all matters related to

the Contractor's day-to-day activities as related to the Master Agreement and must coordinate with County's Project Manager on a regular basis.

- 7.2.2** The Contractor's Project Manager/Alternate Project Manager must be available on Business Days during regular business hours from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, for telephone and email contact and to meet as needed with the County's Project Manager to discuss the Master Agreement.

7.3 Intentionally Omitted

7.4 Contractor's Authorized Official(s)

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

7.5 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/Alternate Project Manager.

7.6 Intentionally Omitted

7.7 Background and Security Investigations

- 7.7.1** Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement.

- 7.7.2** Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with the background investigation will be at the expense of the Contractor, whether the Contractor's staff member passes or fails the background investigation. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor Project Director, Contractor Project Manager, and staff that have access to County information and/or assets.

- 7.7.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under 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 investigation.
- 7.7.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.4** Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.7 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.8 Confidentiality

- 7.8.1** Contractor must 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.
- 7.8.2** Contractor must use good industry standard practices to maintain the security and control access of County Information and any Information received from clients utilizing the services contemplated under this Master Agreement, including but not limited to, encryption of Information in transit and at rest, and destruction of Information that is no longer needed. Contractor will maintain such Information only for as long as reasonably necessary to perform the services under the Master Agreement and as may be necessary to comply with applicable laws and regulations.
- 7.8.3** Contractor must 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 Subparagraph 7.8, as determined by County in its sole judgment.

- Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.8 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County.
- Notwithstanding the preceding sentence, County will 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 will 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 will 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.

- 7.8.4** Contractor must inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.8.5** Contractor must sign and adhere to the provisions of the Exhibit D (Contractor Acknowledgement and Confidentiality Agreement).
- 7.8.6** During the Contract Term, the Contractor must maintain an updated file of the signed form and must forward copies of all signed forms to the County's Project Director whenever changes in personnel occur.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

- 8.1.1** The County reserves the right to initiate Change Notices that do not affect the scope of work, Master Agreement Term, or method of payment. All such changes will be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director.
- 8.1.2** For any change which affects the scope of work, SOW, Master Agreement Term, or any term or condition included under this Master Agreement, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

- 8.1.3** The County's Board or Chief Executive Officer (CEO), or designee, may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.
- 8.1.4** The Treasurer and Tax Collector, or designee, may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Treasurer and Tax Collector, or designee, provided County Counsel approval is obtained prior to such execution of such Amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether

through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1** Within ten Business Days after the Master Agreement Effective Date, the Contractor must 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 must make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five Business Days of receiving the complaint.
- 8.4.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7** Copies of all written responses must be sent to the County's Project Manager within three Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1** In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

- 8.5.2** Contractor must 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 Subparagraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 will, 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. Additionally, Contractor certifies to the County:

- 8.6.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 8.6.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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](#).

8.7.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will 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 this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement 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 Master Agreements 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 will also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph will be inserted into any

such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must 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 must 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.
- Contractor’s violation of this Subparagraph 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 Master Agreements 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, will 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 will 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 must 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 must immediately make full written disclosure

of such facts to the County. Full written disclosure must 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 Subparagraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County 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 must 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/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Master Agreement, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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

Master Agreements 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 Master Agreement 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 Master Agreement 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

- If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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.
- 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 years; (2) the debarment has been in effect for at least five 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will 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 will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement and Notice to its Employees of 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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](#)" (available in [English/Spanish/Chinese/Korean](#)) 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.

The Contractor, and its Subcontractor(s), can access posters and other program material at 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 will during the term of this Master Agreement maintain 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 will 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 The Contractor will 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 must 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 the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic

signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 Subparagraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will 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 will 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 Subparagraph, 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 will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor will 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 will 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 will 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 must adhere to the provisions stated in Subparagraph 7.8 (Confidentiality).

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.23 and 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be emailed to contracts@ttc.lacounty.gov
- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains

the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

▪ **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft,

mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Treasurer and Tax Collector, or designee,, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer and Tax Collector, or designee, in a written notice describing the reasons for said action.

8.25.2 If the Treasurer and Tax Collector, or designee, determines that there are deficiencies in the performance of this Master Agreement that the Treasurer and Tax Collector, or designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Treasurer and Tax Collector, or designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is **\$100** per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 Subparagraph 8.25.2 will 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 Subparagraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Subparagraph 8.25.2, and will 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 will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.27.3** The Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by the County.
- 8.27.7** If the County finds that any provisions of this Subparagraph 8.27 have been violated, such violation will 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will 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 must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Treasurer and Tax Collector, or designee, will resolve it.

8.31 Dispute Resolution Procedure

It is the intent of the parties that all Disputes arising under this Master Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective Project Managers. Accordingly, for purposes of the procedures set forth in this Subparagraph, a "dispute" will mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Master Agreement.

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes will be subject to the provisions of this Subparagraph 8.31 (Dispute Resolution Procedure), (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.

8.31.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform must be borne by Contractor, and Contractor will make no claim whatsoever against

County for such costs. Contractor must promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Master Agreement, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform will be borne by County, and County will make no claim whatsoever against the Contractor for such costs. County will promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Master Agreement, Contractor and County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter must be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or designee. These persons will have ten Days to attempt to resolve the dispute.
- 8.31.8** In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.
- 8.31.9** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.31.10 Notwithstanding any other provision of this Master Agreement, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8 (Confidentiality), will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and must not be deemed to impair any claims that County may have against the Contractor or County's rights to assert such claims after any such termination, or such injunctive relief has been obtained.

8.31.11 Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Master Agreement.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (SOW) and Exhibit B (County's Administration). Addresses may be changed by either party giving ten Days' prior written notice thereof to the other party. The Treasurer and Tax Collector, or designee, will 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 will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 California 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 Subparagraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications used in the solicitation process for this Master Agreement, become the exclusive property of the County.

All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1** The Contractor must 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 will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will 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 will not unreasonably withhold written consent.

- 8.36.2** The Contractor may, without the prior written consent of County, indicate in its SOQ and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must 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 must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must 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 will 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 must file a copy of such audit report with the County's Auditor-Controller within 30 Days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will 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 Subparagraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3** If, at any time during the term of this Master Agreement or within five 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, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this

Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37.4 Financial Statements: Beginning one year after the Effective Date of this Master Agreement, and every year thereafter until the expiration of this Master Agreement, Contractor must submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements must, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.37.5 Pending Litigation: Contractor must submit an annual statement regarding any pending or threatened litigation since the Contractor last reported same to the County, and as soon as an incident occurs, to the County's Contracts' Section – Master agreement Monitor, as indicated on Exhibit B (County's Administration).

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

The requirements of this Master Agreement may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract may be deemed a material breach of this Master Agreement.

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 Subparagraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a 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 will be grounds upon which the County may terminate this Master Agreement pursuant to Subparagraph 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 will be effectuated 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 will be no less than ten 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 must immediately:

- Stop work under the Master Agreement or under this Master Agreement, as identified in such notice; and
- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Subparagraph 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 County's Project 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 Business 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 Subparagraph 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 will 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 will

continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 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 will 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 Subparagraph 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 Subparagraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.42, or that the default was excusable under the provisions of Subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Subparagraph 8.42 will 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

the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). 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 will 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 will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 will 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 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 will 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 Days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

The Contractor must notify its employees, and must 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 must 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 will 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 Subparagraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Use of County Seal and/or TTC Logos

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor will not reproduce, copy, distribute, republish,

download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor will not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this Subparagraph 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.

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) 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.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Subparagraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.60 Budget Reductions

In the event that the County's Board adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent Fiscal Year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 Calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Master Agreement.

8.61 Green Initiatives

The Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. The Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Master Agreement's commencement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the Master Agreement; and
- 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 will 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.2 Social Enterprise (SE) Preference Program

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.2.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- 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 Master Agreement; and
- 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 will 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- 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 Master Agreement; and
- 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 Master Agreement, the above penalties will 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

10.0 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.18	Fair Labor Standards
Paragraph 8.19	Force Majeure
Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage

Paragraph 8.24	Insurance Coverage
Paragraph 8.25	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection/Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 10.0	Survival

**AUTHORIZATION OF MASTER AGREEMENT FOR
REAL PROPERTY INSURANCE SERVICES**

IN WITNESS WHEREOF, the Treasurer and Tax Collector, or designee,
and approved by County Counsel, and Contractor, has caused this Master
Agreement to be executed in its behalf by its duly authorized officer the day and
year first above written.

Contractor:

Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
DREW TAYLOR
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

REAL PROPERTY INSURANCE SERVICES

**STATEMENT OF WORK
REAL PROPERTY INSURANCE SERVICES
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
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2.0 Required Insurance Products.....	2
3.0 Contractor Responsibilities.....	4

1.0 **INTRODUCTION**

1.1 The Treasurer and Tax Collector (TTC) is the *ex officio* Public Administrator (PA) for the County and is responsible for administering decedent estates. The PA manages the estates' real properties in accordance with the California [Probate](#) Code. The PA also provides property management services to the Office of the Public Guardian (OPG), a division of the County Department of Mental Health (DMH), in its provision of conservatorship services to the constituents of the County in accordance with the California [Probate Code §§ 2460](#).

1.2 Real properties requiring insurance coverage may or may not be located within the County and consist of the following parcels:

- Occupied Properties
- Unoccupied Properties
- Parcels that may include the following structures:
 - Commercial Properties
 - Condominiums
 - Mobile Homes
 - Multi-Family Homes
 - Single-Family Homes
 - Townhouses
- Parcels that may not include structures
- Vacant land

1.3 The table below delineates the number of insured real properties and the related loss history for the last three Fiscal Years. This table is provided for informational purposes only and should not be construed as an indicator of future events.

Fiscal Year	No. of Real Properties	Loss History	Loss Date	Type of Loss	Amount Paid
2022-2023	173	0	N/A	N/A	N/A
2023-2024	141	1	07/07/23	Fire	\$317,298.01
2024-2025	116	0	N/A	N/A	N/A

- 1.4** If the qualified insurance contractor from the List does not provide unique or specialty coverages, including interim coverage, or other related products for properties requiring broader, specialized, or more extensive coverage, handling and/or expertise, the County may select another Contractor that is on the List.

2.0 REQUIRED INSURANCE PRODUCTS

The PA will obtain insurance coverage through a Contractor, according to the following criteria:

- 2.1** An individual policy or similar standalone coverage product must be issued for each property. Pooled risk and/or blanket policy coverage applied to multiple properties managed by the PA are not acceptable.
- 2.2** The Contractor will provide all material terms and conditions for each policy issued. For standardized insurance products, a master policy including all terms and conditions may be referenced, provided a declarations page is issued for each parcel to be covered. All exclusions for each type of insurance coverage must be clearly referenced to a master policy previously provided by the Contractor to the PA, or stated clearly in each Binder and policy before final purchase approval by the PA.
- 2.3** The Contractor is required to provide the following types of insurance coverages:

Type of Real Property	Type of Insurance
Improved conservatee-occupied	Fire, contents, and liability
Improved tenant-occupied	Fire and liability
Vacant improved	Fire, vandalism, and liability
Vacant unimproved	Liability
Other	May require special forms of coverage

- 2.4** The Contractor is required to provide insurance coverage for the following types of real properties, which include, but are not limited to, the following:

Type of Real Property	Description
Improved conservatee-occupied	Parcel with improvements, including structures, which serve as the home of a conservatee
Improved tenant-occupied	Parcel with improvements, including structures, occupied by tenants
Vacant improved	Parcel with improvements, including structures, without occupants
Vacant unimproved	Parcel without improvements, without occupants
Other	Commercial, industrial or multi-occupant residential

- 2.5** The process for issuing and administering insurance products and services is as follows:

- 2.5.1** The PA will initiate a request for insurance coverage via email to each Contractor on the List to provide the proposed coverage at an estimated real property value by a set deadline. Upon the PA's receipt of the proposed coverage bids, the PA will select a Contractor from the submitted policy proposals, no later than four Business Days after the deadline.
- 2.5.2** The selected Contractor must provide a Binder at the PA's estimated value for a period of up to 21 Calendar Days from the PA's emailed selection.
- 2.5.3** During the Binder period, the Contractor must inspect the property, determine the insurable value, and recommend the policy form, type(s), amount of coverage(s), and premium(s) for the policy. The Contractor must advise the PA of any areas of substantial risk not requested for coverage by the PA in its initial request.
- 2.5.4** The PA will also inspect the property, and either concur with the recommended coverages or negotiate an adjustment, prior to the

issuance of a policy. The policy issuance date, from which date the Contractor may charge the policy premium, must be the issuance date, or the date the Binder became effective, whichever is earlier.

2.5.5 When the PA and/or the Contractor find errors after policy issuance, the cancellation and reissuance of a new policy may be required.

2.5.6 Coverage must be issued for and cover one year, on a claims-made basis. Vacant improved real properties may be insured for one year, or for periods of three months.

2.5.7 The PA may also request additional coverage including but not limited to Workers' Compensation and Employer's Liability Insurance for in-home care workers and contractors hired for the health and welfare of a person residing in the property.

2.6 For tenant-occupied real properties managed by the PA, tenants must obtain their own renter's insurance, including premises liability coverage, from a vendor of their own choosing. Tenants are not precluded from obtaining insurance coverage from Contractors on the List.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 The Contractor must insure all improved real properties with adequate fire and liability coverage. Premium rates must be based on the replacement value of the property, unless TTC requests coverage that exceeds the replacement value of the property.

3.2 Services provided by the Contractor for each policy purchased by TTC, as applicable, must include, but are not limited to, the following:

3.2.1 Design, market and obtain quotations and obtain required insurance with insurance companies that meet or exceed the minimum rating of "A:VII" by a nationally recognized rating agency such as A.M. Best Rating Services.

- 3.2.2** Provide low-cost liability coverage for vacant land.
- 3.2.3** Prepare, issue and/or review, as appropriate, all invoices, Binders, policies, endorsements, certificates of insurance, and other documents to ensure terms, conditions and wording are complete and accurate.
- 3.2.4** Verify the accuracy of all invoices, and collect just and fair premium payments from the PA.
- 3.2.5** Assist and consult regarding policy changes and general risk management activities, including the review of insurance and indemnity provisions for the required insurance program.
- 3.2.6** Provide advice concerning changes in insurance market conditions, product and coverage changes, or renewal problems.
- 3.2.7** Assist in the adjustment and prompt resolution of claims, including difficult or disputed claims.
- 3.3** The Contractor must provide monthly reports of all properties insured. These reports must include, but are not limited to, complete accountings for each of the estates' premium costs with start and end dates of coverage, a listing of claims (losses), allocation of premiums by property, a listing of certificates issued, and updated listings of insured properties. Additional reporting may be required. TTC must agree to the format of the monthly report.
- 3.4** At the County's request, the Contractor must provide training for a maximum of twice per calendar year to PA staff regarding the Contractor's products, including, but not limited to coverage types, filing claims, and claim exclusions. Each training session is limited to 90 minutes.
- 3.5** The Contractor must list any coverage exclusions, restrictions, warranties or other conditions which may limit coverage prior to implementing any policy. If the Contractor does not provide a list of exclusions, restrictions, warranties or other conditions, coverage is presumed to apply to any loss

not expressly excluded, including vandalism. The Contractor must advise TTC of any statute or provision required by law to be stated in or attached to the policy(ies) issued.

- 3.6** The Contractor will not prejudice or invalidate coverage because of an inadvertent or clerical error in the name or description of persons, services or programs which are insured or to be insured. If the Contractor intends to invalidate coverage for any other reason, they must advise the County of the reasons for the invalidation and the Contractor must provide the County an opportunity to cure the deficiency. In no event will the opportunity to cure be less than 30 Calendar Days.
- 3.7** The Contractor must obtain TTC's consent for settlement of any claim or lawsuit relating to the Contractor's services under this Master Agreement.
- 3.8** The Contractor's coverage must be primary for all claims. The Contractor will not use subrogation matters and related disputes to delay or deny coverage under any product issued by the Contractor.
- 3.9** The Contractor must submit an invoice to TTC for the premium associated with insuring each property. Invoices submitted to TTC for payment of the policy premium must identify the property by estate name and address, start and end dates of the coverage period, the type(s) of coverage provided, the respective amounts, the total premium to be paid, and the due date. TTC will pay all approved invoice amounts within 30 Calendar Days of receipt of the invoice accompanied by any required supporting documents.
- 3.10** Premium charges and credits must be applied on a pro-rated basis without exception. This pro-rated basis will apply whether the County or the Contractor cancel the policy. Cancellation of all or part of the policy or deletion of exposure units will be subject to pro-rata premium adjustments. The Contractor agrees not to impose a surcharge or penalty should the County choose to cancel part or all of the policy.

- 3.11** The County will not pay finance or reinstatement charges that result from an error other than the County's, on any unpaid premium balance over 60 Calendar Days.
- 3.12** The Contractor will be compensated for all of its services and costs from the premiums charged, as approved by TTC. The premium paid to the Contractor must include all applicable commissions, taxes, fees and costs, which remain the responsibility of the Contractor.
- 3.13** TTC will not pay the Contractor's fees, costs, commissions paid to others, or other expenses not included in the premiums charged.

**MASTER AGREEMENT FOR
REAL PROPERTY INSURANCE SERVICES
TABLE OF CONTENTS OF EXHIBITS**

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO EXHIBITS)
- B COUNTY'S ADMINISTRATION
- C CONTRACTOR'S ADMINISTRATION
- D **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**
 - D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E DEFAULTED PROPERTY TAX REDUCTION PROGRAM

STATEMENT OF WORK

NOT ATTACHED TO EXHIBITS

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Henry Agadjanyan
Title: Assistant Treasurer and Tax Collector
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 584-1408
Facsimile: (213) 633-1944
Email Address: hagadjanyan@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Hagop Hergelian
Title: Assistant Operations Chief
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 633-1944
Email Address: hhergelian@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S CONTRACTS' SECTION – MASTER AGREEMENT MONITOR:

Name: Narineh Toomanian
Title: Contract Monitor
Address: 500 West Temple Street, Room 464
Los Angeles, CA 90012
Telephone: (213) 584-1270
Facsimile: (213) 687-4857
Email Address: ntoomanian@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ALTERNATE PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

MASTER AGREEMENT NO. _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Notices to Contractor must be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ MASTER AGREEMENT NO. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor must use good industry standard practices to maintain the security and control access of County Information and any Information received from Issuers utilizing the services contemplated under this Contract, including but not limited to, encryption of Information in transit and at rest, and destruction of Information that is no longer needed. Contractor will maintain such Information only for as long as reasonably necessary to perform the services under the Contract and as may be reasonably necessary to comply with applicable laws and regulations.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

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 ten 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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, 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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:
Unique Entity Identifier (UEI):	

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u> <u>LACC 8.300</u>	Certifies Compliance? ☐ Yes ☐ No
5	Attestation of Willingness to Consider GAIN/START Participants	<u>Board Policy 5.050</u>	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/START participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
6	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
7	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Vendors requesting preference consideration must complete and include this form in their SOQ. Vendors may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles. Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

☐ PREFERENCE NOT REQUESTED
--

OR

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
	Preference Program	Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed 15% in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Vendor is currently debarred by a public entity		☐	☐
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)		YES	NO
Vendor has contracts that have been terminated in the past three years.		☐	☐

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Vendor acknowledges and certifies that it meets with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0 (Minimum Mandatory Requirements), of this Request for Statement of Qualifications (RFSQ).

No.	Minimum Mandatory Requirements (MMRs)	Complies with MMRs	
		Yes	No
1	Vendor must have five years of experience, within the last five years, providing Real Property Insurance Services or services equivalent or similar to the services identified in Exhibit A (SOW). In the event the Vendor itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the Vendor's firm individually do, then the County may consider their experience performing services equivalent or similar to the Services identified in Exhibit A (SOW), in meeting this requirement. Vendors must provide a detailed written description and/or résumé demonstrating their principals' five years of experience to fulfill this requirement.	☐	☐
2	Vendor must have a business office located within or adjacent to the County with responsible persons to maintain all records that are required per this RFP. <u>Vendor must provide a business license to meet this requirement.</u>	☐	☐
3	Vendor must submit its California insurance broker or agent's license to ensure it is in good standing.	☐	☐
4	If Vendor's compliance with a County contract has been reviewed by the County's Department of Auditor-Controller (A-C) within the last 10 years, Vendor must not have unresolved questioned costs identified by the A-C in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Vendor's Name:

Provide a comprehensive list of public entities for the last three years where same or similar scope of services were provided. It is the Vendor's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

1. PUBLIC AGENCIES

(All contracts with other governmental agencies including the County of Los Angeles must be listed)

SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____

REQUIRED FORMS – EXHIBIT 8
LIST OF REFERENCES

Vendor's Name:

Vendor must provide three references for current clients for whom the Vendor currently provides the same or similar scope of services to those services set forth in this RFSQ. It is the Vendor's responsibility to ensure accuracy of the information provided below.

CURRENT CLIENTS

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
EMAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
EMAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
AGENCY/DEPT:	_____
CONTACT:	_____
TELEPHONE:	_____
EMAIL:	_____

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: _____
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9**CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.
-

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9**CONTRIBUTION AND AGENT DECLARATION FORM****C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9**CONTRIBUTION AND AGENT DECLARATION FORM****INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature_____
Date

REQUIRED FORMS – EXHIBIT 10

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-10 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C

Appendix

C Solicitation Requirements Review (SRR) Request

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>

Date SRR Request Received by County: _____	Date Solicitation Released: _____
--	-----------------------------------

Reviewed by: _____
