



INTERNAL SERVICES DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) DISASTER/EMERGENCY SERVICES

RFSQ #104565

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**Prepared By
County of Los Angeles**

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
DISASTER/EMERGENCY SERVICES
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Appendix A Required Forms

Appendix B Transmittal Form to Request a Solicitation Requirements Review

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

Appendix D Jury Service Ordinance (RFSQ Exhibit 11)

Appendix E Listing of Contractors Debarred in Los Angeles County

Appendix F IRS Notice 1015

Appendix G Safely Surrendered Baby Law

Appendix H Defaulted Property Tax Reduction Program (RFSQ Exhibit 12)

Appendix I Sample Master Agreement

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Internal Services Department (ISD) is seeking qualified companies to enter into Master Agreements with the County to provide as-needed Disaster/Emergency Services. Vendors must be able to respond within 24-hour notice.

Pursuant to California Codes, Government Code Sections 31000 and 31000.4, the resulting Master Agreements are for the provision of disaster/emergency services on an as-needed basis. Such services may be utilized for any emergency services not to exceed a maximum of ninety (90) days. County reserves the right to contract with other entities for the same or similar services.

Vendors must have the required licenses and certifications, as described in Section 1.5, Specific Category Qualifications, of this RFSQ. Vendors may seek to qualify in one or more of the following Disaster/Emergency Services categories:

- I. High Voltage Repair
- II. Debris Removal
- III. Fire & Life Safety
- IV. Relocation Services
- V. Slope/Watershed Protection
- VI. High Wind Protection
- VII. Gas Turbine Repair
- VIII. High Pressure Boiler Repair
- IX. Valve Repair and Testing
- X. Power Plant Instrumentation Repair
- XI. Welding Services
- XII. Emergency Temporary Custodial Services
- XIII. Emergency Temporary Armed Security Guard Services
- XIV. Emergency Temporary Unarmed Security Guard Services
- XV. Traffic Control Services
- XVI. As-Needed Heating, Air Conditioning & Ventilation (HVAC) Services
- XVII. As-Needed Homeless Encampment Cleanup Services
- XVIII. Duct Cleaning Services
- XIX. Emergency Meal and Sack Lunch Services

1.2 Overview of Solicitation Document

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

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
 - A - **Required Forms:** Forms contained in this section must be completed and included in the SOQ.
 - B - **Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - C - **County of Los Angeles Policy of Doing Business with Small Business:** County Code.
 - D - **Jury Service Ordinance:** County Code.
 - E - **Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
 - F - **IRS Notice 1015:** Provides information on Federal Earned Income Credit.
 - G - **Safely Surrendered Baby Law:** County program.
 - H - **Defaulted Property Tax Reduction Program:** County Code
 - I - **Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix I, Sample Master Agreement, Paragraph 2 - Definitions.

1.4 Vendor's Minimum Qualifications

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

1.4.1 Vendor must have three (3) years experience, within the last five (5) years providing Disaster/Emergency Services in each category for which they are attempting to qualify and have appropriate regulatory agency licenses in good standing with the respective licensing agencies.

1.4.2 **New Firm Eligibility**

New firms may submit an SOQ even if the company has not been in business for the minimum number of years required in the paragraph above. Vendors may qualify if the company's principals, partners or officers personally meet the minimum qualifications from previous organizations. Vendors must explicitly state that they are seeking to qualify under this paragraph.

1.4.3 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.5 Specific Category Qualifications

Vendors that meet the minimum qualifications above must still provide category specific qualifications. Each Category's required list of Licenses, Certificates and other documents is provided below. The Disaster/Emergency Services Categories are listed in groups of similar services.

I. High Voltage Repair

A. Transformer and Switchgear Testing

- California Contractor's C-10 License with NETA Certified.

B. Electrical Acceptance Testing and Commissioning

- California Contractor's C-10 License with NETA Certified.

C. Infrared Inspections

- California Contractor's C-10 License with NETA Certified.

D. Circuit Breaker Remanufacturing

- California Contractor's C-10 License with NETA Certified.

E. Dielectric Fluid Analytical Services

- California Contractor's C-10 License with NETA Certified.

F. Partial Discharge Cable Testing

- California Contractor's C-10 License with NETA Certified.

G. High Voltage Power Lines

- California Contractor's C-10 License with NETA Certified.

II. Debris Removal

- A. Removal of landscaping debris
 - California Contractor's C-27 License
- B. Removal of fire ash and wind-borne debris

III. Fire & Life Safety

- A. Fire Life Safety Systems
 - California Contractor's C-16 License with NFPA Certified or California Contractor's C-10 License.
- B. Plumbing Systems
 - California Contractor's C-36 License.

IV. Relocation Services

- A. Evacuation Support
 - Public Utilities Commission Permit to operate as a highway carrier.

V. Slope/Watershed Protection

- A. Slope Protection
 - California Contractor's License A or B with Hazardous Substance Removal Endorsement.
- B. Watershed Protection
 - California Contractor's License A or B with Hazardous Substance Removal Endorsement.

VI. High Wind Protection

- A. Board Up Services
 - California Contractor's License A or B with Hazardous Substance Removal Endorsement.
 - California Contractor's License C-39.
- B. Tree Removal
 - California Contractor's License A or B with Hazardous Substance Removal Endorsement.

VII. Gas Turbine Repair

- A. Field Service Repairs
- B. Depot Level Repairs

VIII. High Pressure Boiler Repair

- A. Water Tube Boiler Repairs and Fire Tube Boiler Repairs
 - California C-4 Boiler, Hot Water Heating and Steam Fitting Contractor
 - American Society of Mechanical Engineers (ASME) “S” and “PP” Stamps; National Board of Boiler and Pressure Vessel Inspectors “R” Stamp

IX. Valve Repair and Testing

- A. Testing, Calibration, and Repair
 - National Board of Boiler and Pressure Vessel Inspectors “VR” Stamp

X. Power Plant Instrumentation Repair

- South Coast Air Quality Management District (SCAQMD) Portable Boiler Combustion Analyzer Certification

XI. Welding Services

- California C-60 Welding Contractor
- American Welding Society (AWS) D1.1

XII. Emergency Temporary Custodial Services

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

XIII. Emergency Temporary Armed Security Guard Services

- Vendors must demonstrate they have (a) five (5) years’ experience within the last seven (7) years providing armed security guard services, equivalent or substantially similar to the services, with a minimum aggregate total of 50 guards, at all times, located in one or multiple locations and (b) a valid and active California-issues private patrol operator license to perform the requested services.

XIV. Emergency Temporary Unarmed Security Guard Services

- Vendors must demonstrate they have (a) five (5) years’ experience within the last seven (7) years providing unarmed security guard services, equivalent or substantially similar to the services, with a minimum aggregate total of 50 guards, at all times, located in one or multiple locations and (b) a valid and active California-issues private patrol operator license to perform the requested services.

XV. Traffic Control Services

- A. Vendors must demonstrate that the entity or its managing employee(s) have a minimum of two (2) years of experience performing traffic control services similar or same as described in RFSQ, Section 2.7.2 Vendor's Qualifications (Section A), Summary Categories, Category XIII, Traffic Control Services.
- B. Vendors must demonstrate that they have a minimum of two (2) years of experience performing traffic control services similar or same as described in RFSQ, Section 2.7.2 Vendor's Qualifications (Section A), Summary Categories, Category XIII, Traffic Control Services.
- C. Vendors must possess a valid and active certification by the American Traffic Safety Services Association (ATSSA) or an equivalent recognized agency that provides traffic control training based on and as required by the California Manual on Uniform Traffic Control Devices (CAMUTCD) latest edition, currently the CAMUTCD 2020 Revision 5.
- D. Vendors must submit proof of valid and active State of California Department of Industrial Relations Public Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

XVI. As-Needed Heating, Air Conditioning & Ventilation (HVAC) Services

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

XVII. As-Needed Homeless Encampment Cleanup Services

- A. Hazardous Disposal Services
 - EPA identification number
 - EPA Acknowledgement of Notification of Hazardous Waste Activity
 - Hazardous Material Certification of Registration
 - Hazardous Material Transportation License
 - Hazardous Substances Removal & Remedial Actions Certification
 - California DMV license with "X" designation

- Department of Toxic Substances Control Hazardous Waste Transporter Registration
- California Contractors State License Board license with “HAZ” designation
- Medical Waste Transporter Verification & Conditions (if applicable)
- California State Water Resources Control Board Wastewater Treatment Plant Operator’s Certificate, Grade II or higher (if applicable)
- Training certification to operate any heavy equipment required to complete the encampment clean-up work

B. Medical Waste Disposal Services

- EPA ID number
- CA DPH Medical Waste Transporter Verification & Conditions
- Department of Toxic Substances registered Hazardous Waste Transporter
- CA DPH Registered Trauma Scene Waste Management Practitioner (if applicable)
- Registered State of CA Health & Human Services Department of Public Health (DPH) Medical Waste Transporter
- Training certification to operate any heavy equipment required to complete the encampment clean-up work

C. Rubbish Removal/Disposal Service

- County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit
- Training certification to operate any heavy equipment required to complete the encampment clean-up work

XVIII. Duct Cleaning Services

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

XIX. Emergency Meal and Sack Lunch Services

- A.** Processed Food Registration (PFR) certificate issued by California Department of Public Health per California Health and Safety Code Section 110460 or County and /or City issued food establishment permit such as LA County Public Health Permit.

- The product must comply with all applicable federal and state mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
- The products must be prepared in accordance with the 21 CFR section 110, current good manufacturing practice in manufacturing, packing, or holding human food.
- The products must comply with the provisions of the federal food, drug, and cosmetic Act and regulations promulgated thereunder.
- Nutrition facts labels must comply with all applicable federal and state mandatory requirements.

B. Food Safety Certification such as Servsafe.

C. Provide after-hours telephone number(s) and contact name(s) for placing emergency orders and will have the ability to accept such orders 24 hours a day seven (7) days a week.

D. Be able to deliver in proper refrigerated transportation.

- All deliveries must conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Disaster/Emergency services. Specific tasks, deliverables, etc. will be determined at the time Subordinate Agreements are required.

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

1.6.2 Upon ISD's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited to provide as needed Disaster/Emergency Services under Subordinate Agreements to be issued by County. Subordinate Agreements shall include a Statement of Work (SOW) which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Subordinate Agreements. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

1.6.3 Only those Contractors qualified for the specific category will be contacted to submit bids.

1.7 Master Agreement Term

1.7.1 The term of the Master Agreement will be three (3) years with three (3) additional two-year renewal options and six (6) month-to-month extensions, for a maximum total term of nine (9) years and six (6) months. Each renewal option and extension will be exercised at ISD's discretion.

1.7.2 County will continuously accept SOQs to qualify vendors throughout the duration of the Master Agreement, including the three (3) two-year option periods. The Master Agreement will become effective upon the date of its execution by the Director of the Internal Services Department or designee and will expire three (3) years after execution date, unless sooner extended or terminated.

1.8 County Rights and Responsibilities

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

1.9 Contact with County Personnel

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

Internal Services Department
Contracts Section
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063
Attention: Bernardo Franco, Contract Analyst
bfranco@isd.lacounty.gov

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

1.10 Mandatory Requirement to Register on County's WebVen

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

identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webvsn/>

1.11 County Option to Reject SOQs

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

1.12 Protest Process

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

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

1.12.3 Grounds for Review

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

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

1.13 Notice to Vendor's Regarding Public Records Act

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

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or

otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix I – Sample Master Agreement, sub-paragraph 8.22. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix I – Sample Master Agreement, sub-paragraphs 8.23 and 8.24.

1.15 Intentionally Omitted

1.16 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California’s Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

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

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.21 in Appendix I – Sample Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms Exhibit 3, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

- 1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

- 1.21.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.21.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred

for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

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

employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 6, as part of their SOQ.

1.25 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department

of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 10, as part of their SOQ.

1.27 County's Quality Assurance Plan

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

1.28 Recycled Bond Paper

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

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix G of this solicitation document. Additional information is available at www.babysafela.org.

1.30 County Policy on Doing Business with Small Business

1.30.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 1.30.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.32 of this Section.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.31 of this Section.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix I – Sample Master Agreement, sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service

Program defines “Contractor” to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.31.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 11, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.32 Local Small Business Enterprise (LSBE) Preference Program

- 1.32.1 In reviewing Subordinate Agreement Bids, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- 1.32.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 1.32.3 Certified Local SBEs may only request the preference in each of their Subordinate Agreement 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 Subordinate Agreement Bid response and submit a letter of certification from the DCBA with their bid.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>

1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

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

1.35 Social Enterprise (SE) Preference Program

1.35.1 In reviewing Subordinate Agreement Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

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

1.35.3 Certified SEs may only request the preference in each of their Subordinate Agreement 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 Subordinate Agreement Bid response and submit a letter of certification from the DCBA with their bid.

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

1.36 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

1.37 Intentionally Omitted

1.38 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix H, and the pertinent provisions of the Sample Master Agreement, Appendix I, Sub-paragraph 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 12 in Appendix A – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

consideration.

1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.39.1 In reviewing Subordinate Agreement Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.

1.39.3 Certified DVBEs may only request the preference in each of their Subordinate Agreement 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 Subordinate Agreement Bid response and submit a letter of certification from the DCBA with their bid.

1.39.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.40 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix I, Sample Master Agreement. Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

1.42 Integrated Pest Management (IPM) Program Compliance

1.42.1 The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the implementation of an Integrated Pest Management Program (IPM Program) crafted to reduce the impact of pesticides and fertilizers to surface water.

1.42.2 The prospective contract is subject to the requirements of the County's IPM Program. Two main components of the Program include a training component for contractor employees who apply pesticides on County owned or maintained property, as well as monthly and annual reporting to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM).

1.42.3 Vendors are required to complete Exhibit 14 (Integrated Pest Management Program Compliance Certification) in Appendix D (Required Forms), acknowledging and certifying compliance with the

County's Integrated Pest Management Program, Section 8.54 (Compliance with County's Integrated Pest Management Program) of Appendix H (Sample Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 1.43.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 1.43.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 1.43.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 1.43.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

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

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 15 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.45 Prohibition from Participation in Future Solicitation(s)

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

2.0 INSTRUCTIONS TO VENDORS

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

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ04/13/17
- Request for a Solicitation Requirements Review Due04/20/17
- Written Questions DueOpen and Continuous
- Questions and Answers Released Open and Continuous
- **SOQ Submission**..... Open and Continuous

SOQs not received by the due date identified above may not be reviewed prior to the Board of Supervisor's approval of the MA; however, the SOQs will be reviewed subsequent to Board of Supervisor's approval.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review

to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

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

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

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified below. All questions, without identifying the submitting company, may be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

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

Questions should be addressed to:

Internal Services Department
Contracts Section
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063
Attention: Bernardo Franco, Contract Analyst
bfranco@isd.lacounty.gov

2.6 Intentionally Omitted

2.7 Preparation and Format of the SOQ

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

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

- Table of Contents
- Vendor's Qualifications (Section A)
 - Vendor's Background and Experience (Section A.1)
 - Vendor's References (Section A.2)
 - Vendor's Pending Litigation and Judgments (Section A.3)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)

2.7.1 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.

2.7.2 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 shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit and CBE Information – Exhibit 2 as set forth in Appendix A. **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 qualifications stated in sub-paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

Summary of Categories

Vendor must provide a brief description of each category of service it intends to qualify for under this RFSQ. A summary of each category is provided below which includes, but is not limited to the following activities:

I. High Voltage Repair

A. Transformer and Switchgear Testing

Services include but are not limited to: cable testing, double power factor testing, and full electrical testing; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

B. Electrical Acceptance Testing and Commissioning

Services include but are not limited to: high current testing, relay testing, double power factor testing, and full electrical testing; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

C. Infrared Inspections

Services include but are not limited to: infrared scanning to detect defective, improper or loose connections; and meet the requirements of sub-paragraph 1.4, Vendors Minimum

Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

D. Circuit Breaker Remanufacturing

Services include but are not limited to: circuit breakers repairs, and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

E. Dielectric Fluid Analytical Services

Services include but are not limited to: performing routine transformer fluid testing, and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

F. Partial Discharge Cable Testing

Services include but are not limited to: providing partial discharge testing and analysis to evaluate the condition of voltage cable system; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

G. High Voltage Power Lines

Services include but are not limited to: replacing and repairing of high voltage power lines; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

II. Debris Removal

A. Removal of Landscaping Debris

B. Removal of Fire Ash and Wind-borne Debris

Services include but are not limited to: removing fire ash, landscaping debris, and wind-borne debris including frames, shingles, and corrugated iron; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

III. Fire & Life Safety

A. Fire Life Safety Systems

Services include but are not limited to: providing fire sprinkler service, fire hydrant testing, and fire alarm systems; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

B. Plumbing Systems Installation

Services include but are not limited to: providing and installing plumbing systems; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

IV. Relocation Services

A. Evacuation Support

Services include but are not limited to: providing housing and transportation for relocations and/or storage; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

V. Slope/Watershed Protection

A. Slope Protection

Services include but are not limited to: installing retaining walls and riprap; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

B. Watershed Protection

Services include but are not limited to: installing filter blanket, erosion control blankets, silt screens, and straw fiber rolls; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

VI. High Wind Protection

A. Board Up Services

Services include but are not limited to: providing and installing temporary board up, roof cover-up, and temporary fencing; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

B. Tree Removal

Services include but are not limited to: picking up, removing, transporting, and disposing trees; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

VII. Gas Turbine Repair

A. Field Service Repairs

Services include but are not limited to: providing Level I field service and repair for GE LM2500 gas turbine, field service

and repair for Allison 501KB turbine, and field troubleshooting and borescope inspections; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

B. Depot Level Repairs

Services include but are not limited to: providing Level IV service and repair for GE LM2500, depot level repair for Allison 501KB, and lease LM2500 and Allison 501KB availability; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

VIII. Boiler Repair (High/Low Pressure)

A. Water Tube Boiler Repairs and Fire Tube Boiler Repairs

Services include but are not limited to: repairing tube, economizing, super heater tube repairing, manway and hand-hole machining and repairs, shell and tube heat exchanger and plate type heat exchanger repairs; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

IX. Valve Repair and Testing

A. Testing, Calibration and Repair

Services include but are not limited to: repairing boiler safety valves, pressure relief valves, control valves, pressure reducing valves, high pressure gate valves, globe and non-return valves; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

X. Power Plant Instrumentation Repair

Services include but are not limited to: providing switch gear and motor control repair, equipment installation and testing, troubleshooting, equipment and machinery wiring, programmable logic controls troubleshooting and repairs, underground conduit systems, cable tray and bus duct systems; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

XI. Welding Services

Services include but are not limited to: providing structural steel welding and process piping welding; and meet the requirements of sub-paragraph 1.4, Vendors Minimum

Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

XII. Emergency Temporary Custodial Services

A. Standard Services

Services include, but are not limited to, cleaning of offices, conference rooms, lobbies, corridors, restrooms, lunchrooms, hard-surface (non-carpeted) floors, removal of solid waste and trash, carpet cleaning, window washing, and light fixture cleaning. Specialty Custodial Services include, but are not limited to, cleaning of detention cells and maintenance of parking facility; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph, Specific Category Qualifications.

B. Enhanced Cleaning

Services include, but are not limited to, standard cleaning practices PLUS additional cleaning and disinfecting of high touch surfaces during a communicable disease outbreak to prevent illness; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

C. Deep/Biochemical Cleaning

Services include, but are not limited to, standard and enhanced cleaning PLUS specialized cleaning of the space occupied by a person suspected or confirmed positive (+) for a communicable disease; and meet the requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

D. Cleaning and Disinfection for Facilities with Suspected/Confirmed Coronavirus Disease 2019 (COVID-19)

Services include, but are not limited to, standard, enhanced, and deep cleaning PLUS specialized cleaning of the space occupied by a person suspected or confirmed positive (+) for Coronavirus Disease (COVID-19); vendors must use EPA-registered cleaning and disinfecting products, and follow the manufacturer's instructions for use; must follow CDC Cleaning Guidance and Protocol as outlined by CDC (www.cdc.gov); and meet the requirements of sub-paragraph 1.4, Vendors Minimum

Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

The current CDC Cleaning Guidance and Protocol is attached (Appendix I, Sample Master Agreement Exhibits for Disaster/Emergency Services Master Agreement, Exhibit I, COVID-19 Cleaning and Disinfecting for Community Facilities) as a sample; however, Contractors shall ensure they are in compliance with the most current CDC guidelines.

XIII. Emergency Temporary Armed Security Guard Services

- A. Services include, but are not limited to, armed security guards providing security services, executive protection services, and asset protection services reporting of suspicious activity.

XIV. Emergency Temporary Unarmed Security Guard Services

- A. Services include, but are not limited to, unarmed security guards providing security services, executive protection services, and asset protection services reporting of suspicious activity.

XV. Traffic Control Services

- A. Services include, but are not limited to, traffic control activities in construction/maintenance and project zones in conjunction with County operations in the zone. Traffic Controllers shall be trained to perform the following:
 - 1. Traffic Controllers shall be utilized at County construction/maintenance sites where barricades and warning signs cannot adequately or safely control the flow of traffic through the site.
 - 2. When traffic controls are required, they shall be placed in relation to the equipment or operation to give effective warning to traveling public of County's equipment and operations such that the public can safely move through the site.
 - 3. Traffic Controllers shall be required to provide C28 stop/slow sign paddles and to wear warning garments such as vest, jackets, or shirts. These warning garments shall be either orange, strong yellow-green, or fluorescent versions of these colors. Traffic Controllers shall provide rain gear, which shall be orange, strong yellow-green or yellow.

4. During the hours of darkness, Traffic Controllers shall be outfitted with reflectorized garments. The reflective material shall be visible at a minimum distance of 1,000 feet. The reflective clothing, or the reflective material that meets the above requirements may be worn during hours of darkness in lieu of colored vests, jackets, and/or shirts.
5. Traffic Controllers shall be trained in the fundamentals of flagging and moving traffic through construction/maintenance zones. Flagging procedures used by Traffic Controllers shall conform to the "California Manual on Uniform Traffic Control Devices" (CAMUTCD) latest edition, currently the CAMUTCD 2020 Revision 5 (Manual) and certification for the American Traffic Safety Services Association must be completed.
6. Vendors shall provide traffic control that conforms to the most recent version of the CAMUTCD wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Vendor are exposed to traffic hazards. Vendor shall ensure that all traffic control configurations and setup comply with the CAMUTCD.

XVI. As-Needed Heating, Air Conditioning & Ventilation (HVAC) Services

- A. Services include, but are not limited to, providing As-Needed HVAC Services that include maintenance & repair services (including indoor installation, demolition and removal of existing system for the purpose of replacement, installation of new shut off valves for heating and chill water coils, re-connection of new piping and accessories, pressure test chilled water and hot water pressure at air handler/new piping, provide factory system start-up, all necessary shop work, all high voltage wiring, all low voltage control wiring, refrigerant piping) and meet the minimum requirements of sub-paragraph 1.4, Vendors Minimum Qualifications.

XVII. As-Needed Homeless Encampment Cleanup Services

- A. Hazardous Disposal Services

Provide As-Needed Homeless Encampment Cleanup Services requiring Hazardous Disposal which involve the safe and thorough removal of waste, debris, and

hazardous materials from homeless encampments. This includes the identification, collection, transportation, and proper disposal of biohazardous waste, sharps, chemicals, and other potentially dangerous materials. Services must be conducted in compliance with all health, safety, and environmental regulations, ensuring both public safety and environmental protection. Contractors must be equipped with trained personnel and appropriate equipment to handle hazardous materials safely and efficiently on an as-needed basis. Specific services include Turnkey Encampment Site Cleanup Services, surveying the site(s) collecting debris, dismantling temporary structures, removing trash, and properly disposing of all debris and items. Contractor will be responsible for the collection, packaging, preparation of proper paperwork and transportation of all debris including, hazardous waste, and universal waste according to all applicable licenses and requirements; and meet the minimum requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and Sub-paragraph 1.5, Specific Category Qualifications.

B. Medical Waste Disposal Services

Provide As-Needed Homeless Encampment Cleanup Services requiring Medical Waste Disposal which involve the safe handling, collection, transportation, and disposal of medical waste from homeless encampments. This includes sharps, contaminated materials, and other biohazardous waste that pose health risks. Contractors must adhere to all relevant regulations governing medical waste disposal to ensure public health and environmental safety. Personnel must be appropriately trained, certified, and equipped with the necessary tools to perform these services safely and effectively on an as-needed basis. Services include Turnkey Encampment Site Cleanup Services; surveying the site(s) collecting debris, dismantling temporary structures, removing trash, and properly disposing of all debris and items. Contractor will be responsible for the collection, packaging, preparation of proper paperwork and transportation of all debris including, universal waste, and medical waste according to all applicable licenses and requirements; and meet the minimum requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and Sub-paragraph 1.5, Specific Category Qualifications.

C. Rubbish Removal/Disposal Services

Provide As-Needed Homeless Encampment Cleanup Services requiring the removal and disposal of non-hazardous waste from homeless encampments. This includes the clearing, collection, and transportation of general rubbish, debris, and bulky items left at encampment sites. Contractors must ensure proper disposal methods in compliance with local waste management regulations. Services require a timely and efficient approach to maintain cleanliness and public health standards, with teams equipped to handle various types of waste materials on an as-needed basis. Services include Turnkey Encampment Site Cleanup Services, surveying the site(s) collecting debris, dismantling temporary structures, removing trash, and properly disposing of all debris and items. Contractor will be responsible for the collection, packaging, preparation of proper paperwork and transportation of all debris including, universal waste according to all applicable licenses and requirements; and meet the minimum requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and Sub-paragraph 1.5, Specific Category Qualifications.

XVIII. Duct Cleaning Services

Provide commercial duct cleaning service including scraping and steam cleaning HVAC systems in confined spaces and meet the minimum requirements of sub-paragraph 1.4, Vendors Minimum Qualifications and sub-paragraph 1.5, Specific Category Qualifications.

XIX. Emergency Management Services

- A. Address all aspects of emergency management services that include, but are not limited to, preparedness, planning, prevention, response, recovery, disaster cost recovery, logistics, mitigation and grants management and operations and meet the minimum requirements of sub-paragraph 1.4, Vendors Minimum Qualifications.

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

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 7 and 8.

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. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Required Forms, Exhibits 7, 8 and 9 as set forth in Appendix A.

a. Prospective Contractor References, Exhibit 7

Vendor must provide five (5) references where the same or similar scope of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 8

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 9

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

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

- Exhibit 1 - Statement of Qualifications Submittal Form
- Exhibit 2 - Vendor's Organization Questionnaire/Affidavit and CBE Information
- Exhibit 3 - Certification of No Conflict of Interest
- Exhibit 4 - Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 5 - Request for Preference Program Consideration
- Exhibit 6 - Familiarity with the County Lobbyist Ordinance Certification

- Exhibit 7 - Prospective Contractor References
- Exhibit 8 - Prospective Contractor List of Contracts
- Exhibit 9 - Prospective Contractor List of Terminated Contracts
- Exhibit 10 - Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 11 - County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 12 - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 13 - Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 14 - Contractor's Administration
- Exhibit 15 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit 16 - Two (2) originals of the Authorization of Master Agreement for Disaster/Emergency Services, "Signature Page" of the Master Agreement
- Exhibit 17- Integrated Pest Management Program Compliance Certification
- Exhibit 18- Compliance with Fair Chance Employment Hiring Practices Certification

2.7.4 Proof of Insurability (Section C)

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

2.7.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses as set forth in subparagraph 1.5 Specific Category Qualifications.

2.8 SOQ Submission

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

“SOQ FOR DISASTER/EMERGENCY SERVICES”

The SOQ and any related information shall be delivered via e-mail to:

Internal Services Department
Contracts Section
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063
Attention: Bernardo Franco, Contract Analyst
bfranco@isd.lacounty.gov

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

2.9 Acceptance of Terms and Conditions of Master Agreement

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

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to award of Master Agreement, upon written request for same to:

Internal Services Department
Contracts Section
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063
Attention: Bernardo Franco, Contract Analyst
bfranco@isd.lacounty.gov

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

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

3.1.1 Adherence to Minimum Qualifications

County shall review the Vendor's Organization Questionnaire/Affidavit and CBE Information - Exhibit 2 of Appendix A, Required Forms, and determine if the Vendor meets the minimum qualifications as outlined in sub-paragraph 1.4 of this RFSQ.

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

3.1.2 Vendor's Qualifications (Section A)

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

3.1.3 **Required Forms**

All forms listed in Section 2, sub-paragraph 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 **Proof of Insurability**

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

3.1.5 **Proof of Licenses**

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

3.2 **Disqualification Review**

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

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

3.3 **Selection/Qualification Process**

The Department will generally select Vendors that have experience in providing a broad range of services. However, in order to insure the Department has a varied

pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

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

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

APPENDIX A

RFSQ REQUIRED FORMS

APPENDIX A REQUIRED FORMS TABLE OF CONTENTS

EXHIBITS

1. STATEMENT OF QUALIFICATION SUBMITTAL FORM
2. VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION
3. CERTIFICATION OF NO CONFLICT OF INTEREST
4. VENDOR'S EEO CERTIFICATION
5. REQUEST FOR PREFERENCE PROGRAM CONSIDERATION
6. FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
7. PROSPECTIVE CONTRACTOR REFERENCES
8. PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
9. PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
10. ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
11. COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
12. CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
13. ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
14. CONTRACTOR'S ADMINISTRATION
15. CONTRACTORS ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
16. AUTHORIZATION OF MASTER AGREEMENT FOR DISASTER/EMERGENCY SERVICES
17. INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION
18. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

**DISASTER/EMERGENCY SERVICES MASTER AGREEMENT
STATEMENT OF QUALIFICATION SUBMITTAL FORM**

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

To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
 - Minimum Qualifications (applies to all vendors)
 - Category Specific Qualifications (only complete sections in categories you intend to apply for)
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Vendor acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, and the applicable requirements of Paragraph 2.7.2 – Vendor’s Qualifications of this Request for Statement of Qualifications (RFSQ).

1.4 MINIMUM QUALIFICATIONS

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

EMERGENCY TEMPORARY ARMED SECURITY GUARD SERVICES

☐ Security Guard Services..... yrs

EMERGENCY TEMPORARY UNARMED SECURITY GUARD SERVICES

☐ Security Guard Services..... yrs

TRAFFIC CONTROL SERVICES

☐ Traffic Control Services yrs

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

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

AS-NEEDED HOMELESS ENCAMPMENT CLEANUP SERVICES

☐ Hazardous Disposal Services..... yrs

☐ Medical Waste Disposal Services..... yrs

☐ Rubbish Removal/Disposal Services..... yrs

DUCT CLEANING SERVICES

☐ Duct Cleaning Services..... yrs

EMERGENCY MEAL AND SACK LUNCH SERVICES

☐ Emergency Meal and Sack Lunch Services..... yrs

INSURANCE REQUIREMENTS (FOR ALL VENDORS)

GENERAL LIABILITY

CG 00 01 or Equivalent in Coverage Scope

- ☐ General Aggregate: \$2 million
- ☐ Products/Completed Operations Aggregate: \$1 million
- ☐ Personal and Advertising Injury: \$1 million
- ☐ Each Occurrence: \$1 million
- ☐ County Named as An Additional Insured

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

- ☐ Each Accident: \$1 million
- ☐ Disease – Policy Limit: \$1 million
- ☐ Disease – Each Employee: \$1 million

AUTO LIABILITY*

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: \$1 million

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

1.5 ADDITIONAL INSURANCE REQUIREMENTS FOR SPECIFIC CATEGORIES

I. HIGH VOLTAGE REPAIR

A. Transformer and Switchgear Testing

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

ERRORS AND OMISSIONS (E&O)

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

I. HIGH VOLTAGE REPAIR (cont.)

B. Electrical Acceptance Testing and Commissioning

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

C. Infrared Inspections

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

D. Circuit Breaker Remanufacturing

DESCRIPTION: Circuit breakers repairs.

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

I. HIGH VOLTAGE REPAIR (cont.)

E. Dielectric Fluid Analytical Services

DESCRIPTION: Perform routine transformer fluid testing.

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

F. Partial Discharge Cable Testing

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

G. Power Lines

DESCRIPTION: Replace and repair of high voltage power lines.

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
- ☐ Aggregate: \$2 million
- ☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-10 License
- ☐ NETA certified

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

II. DEBRIS REMOVAL

A. Removal of Landscaping Debris

B. Removal of Fire Ash and Wind-Borne Debris

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-27 License

III. FIRE & LIFE SAFETY

A. Fire Life Safety Systems

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-16 License
☐ NFPA Certified

B. Plumbing Systems Installation

DESCRIPTION: Provide & install plumbing systems.

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ County Named as Additional Insured

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-36 License

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

IV. RELOCATION SERVICES

A. Evacuation Support

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

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

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

FIDELITY BOND OR CRIME COVERAGE (EMPLOYEE DISHONESTY)

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

E&O LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

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

V. SLOPE/WATERSHED PROTECTION

A. Slope Protection

DESCRIPTION: Installation of retaining walls, riprap.

COMMERCIAL GENERAL LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

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

B. Watershed Protection

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

VI. HIGH WIND PROTECTION

A. Board Up Services

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA Contractors License A or B with
Hazardous Substance Removal
Endorsement
- ☐ CA C-39 License

B. Tree Removal

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

VII. GAS TURBINE REPAIR

A. Field Service Repairs

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

E&O LIABILITY

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

LICENSES AND/OR CERTIFICATIONS

- ☐ N/A

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

B. Depot Level Repairs

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

E&O LIABILITY

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

LICENSES AND/OR CERTIFICATIONS

- ☐ N/A

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

VIII. HIGH PRESSURE BOILER REPAIR

A. Water Tube Boiler and Fire Tube Boiler Repairs

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-4 Boiler, Hot Water Heating and Steam Fitting Contractor
- ☐ American Society of Mechanical Engineers (ASME) "S" and "PP" stamps
- ☐ National Board of Boiler and Pressure Vessel Inspectors "R" stamp

IX. VALVE REPAIR AND TESTING

A. Testing, Calibration and Repair

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ National Board of Boiler and Pressure Vessel Inspectors "R" stamp

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

X. POWER PLANT INSTRUMENTATION REPAIR

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ South Coast Air Quality Management District (SCAQMD) Portable Boiler Combustion Analyzer Certification

XI. WELDING SERVICES

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA C-60 Welding Contractor
- ☐ American Welding Society (AWS) D1.1

XII. EMERGENCY TEMPORARY CUSTODIAL SERVICES

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

LICENSES AND/OR CERTIFICATIONS

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

REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM

XIII. EMERGENCY TEMPORARY ARMED SECURITY GUARD SERVICES

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

COMMERCIAL GENERAL LIABILITY

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

PROFESSIONAL LIABILITY

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

UNIQUE INSURANCE

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

LICENSES AND/OR CERTIFICATIONS

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

XIV. EMERGENCY TEMPORARY UNARMED SECURITY GUARD SERVICES

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

COMMERCIAL GENERAL LIABILITY

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

PROFESSIONAL LIABILITY

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

UNIQUE INSURANCE

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

LICENSES AND/OR CERTIFICATIONS

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

XV. TRAFFIC CONTROL SERVICES

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

LICENSES AND/OR CERTIFICATIONS

- ☐ Proposer must demonstrate that they or their subcontractors have two (2) years of experience performing traffic control services.
- ☐ Active certification by the American Traffic Safety Services Association (ATSSA) or an equivalent based on requirements by the California Manual on Uniform Traffic Control Devices (CAMUTCD) 2020 Revision 5.
- ☐ Active State of California Department of Industrial Relations Public Registrations pursuant to Labor Code 1725.5.

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

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

LICENSES AND/OR CERTIFICATIONS

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

XVII. AS-NEEDED HOMELESS ENCAMPMENT CLEANUP SERVICES

A. Hazardous Disposal Services

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

LICENSES AND/OR CERTIFICATIONS

- ☐ EPA identification number
- ☐ EPA Acknowledgement of Notification of Hazardous Waste Activity
- ☐ Hazardous Material Certification of Registration
- ☐ Hazardous Material Transportation License
- ☐ Hazardous Substances Removal & Remedial Actions Certification
- ☐ California DMV license with "X" designation
- ☐ Department of Toxic Substances Control Hazardous Waste Transporter Registration
- ☐ California Contractors State License Board license with "HAZ" designation
- ☐ Medical Waste Transporter Verification & Conditions (if applicable)
- ☐ California State Water Resources Control Board Wastewater Treatment Plant Operator's Certificate, Grade II or higher (if applicable)
- ☐ Training certification to operate any heavy equipment required to complete the encampment clean-up work

B. Medical Waste Disposal Services

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

LICENSES AND/OR CERTIFICATIONS

- ☐ EPA identification number
- ☐ CA DPH Medical Waste Transporter Verification & Conditions
- ☐ Department of Toxic Substances registered Hazardous Waste Transporter
- ☐ CA DPH Registered Trauma Scene Waste Management Practitioner (if applicable)
- ☐ Registered State of CA Health & Human Services Department of Public Health (DPH) Medical Waste Transporter
- ☐ Training certification to operate any heavy equipment required to complete the encampment clean-up work

C. Rubbish Removal/Disposal Services

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

LICENSES AND/OR CERTIFICATIONS

- ☐ County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit
- ☐ Training certification to operate any heavy equipment required to complete the encampment clean-up work

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

XVIII. DUCT CLEANING SERVICES

A. Duct Cleaning Services

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

E&O LIABILITY

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

CONTRACTORS POLLUTION LIABILITY

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

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

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

XIX. EMERGENCY MEAL AND SACK SERVICES

A. Emergency Meal and Sacks Service

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

SUPERVISORIAL DISTRICT APPLYING FOR:

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

LICENSES, CERTIFICATIONS AND/OR REQUIREMENTS

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

XIX. EMERGENCY MEAL AND SACK SERVICES (cont.)

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

**REQUIRED FORMS – EXHIBIT 1
STATEMENT OF QUALIFICATIONS SUBMITTAL FORM**

REQUIRED FORMS	
APPENDIX A	
☐ Exhibit 1: Statement of Qualification Submittal Form ☐ Exhibit 2: Vendor’s Organization Questionnaire/Affidavit & CBE Information ☐ Exhibit 3: Certification of No Conflict of Interest ☐ Exhibit 4: Vendor’s EEO Certification ☐ Exhibit 5: Request for Preference Program Consideration ☐ Exhibit 6: Familiarity with the County Lobbyist Ordinance Certification ☐ Exhibit 7: Prospective Contractor References ☐ Exhibit 8: Prospective Contractor List of Contracts ☐ Exhibit 9: Prospective Contractor List of Terminated Contracts ☐ Exhibit 10: Attestation of Willingness to Consider GAIN/GROW Participants ☐ Exhibit 11: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception ☐ Exhibit 12: Certification of Compliance with the County’s Defaulted Property Tax Deduction Program ☐ Exhibit 13: Zero Tolerance Policy on Human Trafficking Certification ☐ Exhibit 14: Contractor’s Administration ☐ Exhibit 15: Contractor’s Acknowledgement and Confidentiality Agreement ☐ Exhibit 16: Authorization of Master Agreement for Disaster/Emergency Services ☐ Exhibit 17: Integrated Pest Management Program Compliance Certification ☐ Exhibit 18: Compliance with Fair Chance Employment Hiring Practices Certification	
VENDOR SUPPLIED	
☐ Certificate of Good Standing (if Corporation or LLC) ☐ Statement of Information (if Corporation or LLC) ☐ Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership) ☐ Statement of Pending Litigation ☐ ACORD (or equivalent form) Certificate of Insurance ☐ Copies of required additional insured endorsement form ☐ All applicable licenses, certificates & proof of registration attached	
APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR’S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL. I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.	
PREPARER’S SIGNATURE	DATE
PRINT PREPARER’S NAME	TITLE
ADDRESS	CITY, STATE

REQUIRED FORMS - EXHIBIT 2
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☐ Yes ☐ No

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? ☐ Yes ☐ No

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ Yes ☐ No If yes, provide information:

Vendor acknowledges and certifies that firm meets and will comply with the Vendor's Minimum Qualifications as stated in Section 1.4, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

- | | |
|--|--|
| ☐ Yes ☐ No | Vendor must have three 3 years' experience, within the last five 5 years providing Disaster/Emergency Services as outlined in Section 1.4 – Vendor's Minimum Qualifications. |
| ☐ Yes ☐ No | New firms may submit an SOQ even if the company has not been in business for the minimum number of years required in the paragraph above. Vendors may qualify if the company's principals, partners or officers personally meet the minimum qualifications from previous organizations. Vendors must explicitly state that they are seeking to qualify under New Firm Eligibility paragraph, as outlined in Section 1.4 – Vendor's Minimum Qualifications. |
| ☐ Yes ☐ No | Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. |

REQUIRED FORMS - EXHIBIT 2

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

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

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

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

REQUIRED FORMS - EXHIBIT 3
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

**REQUIRED FORMS - EXHIBIT 4
VENDOR'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 5For County Solicitations **Not** subject to the Federal Restriction**REQUEST FOR PREFERENCE PROGRAM CONSIDERATION**

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 7 PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 8
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 9 **PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

Contractor's Name: _____

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

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No. Reason for Termination:				
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No. Reason for Termination:				
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No. Reason for Termination:				
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No. Reason for Termination:				
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-MAIL:
Name or Contract No. Reason for Termination:				

REQUIRED FORMS - EXHIBIT 10
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____YES (subject to verification by County)_____NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

REQUIRED FORMS - EXHIBIT 11
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is given an exemption from the Program

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

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

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

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving Master Agreement or performing services under a County contract.

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

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS - EXHIBIT 14
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

SUBORDINATE AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

REQUIRED FORMS - EXHIBIT 15
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name _____
 Purchase Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**REQUIRED FORMS - EXHIBIT 16
AUTHORIZATION OF MASTER AGREEMENT FOR
DISASTER/EMERGENCY SERVICES**

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

COUNTY OF LOS ANGELES

By _____
Director

Internal Services Department

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

REQUIRED FORMS - EXHIBIT 17**INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION**

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

PROPOSER CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.54 (Integrated Pest Management Program Compliance) of the proposed Master Agreement. The entire Countywide IPM Program is available at www.lacountyipm.org

Bidder acknowledges and certifies compliance with Section 8.54 (Integrated Pest Management Program Compliance) of the proposed Master Agreement and agrees that bidder or a member of its staff performing work under the proposed Master Agreement will be in compliance. Bidder further acknowledges that noncompliance with the County's IPM Program may result in rejection of any bid, or cancellation of any resultant Master Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 18**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

IRS NOTICE 1015

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

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

www.babysafeLA.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

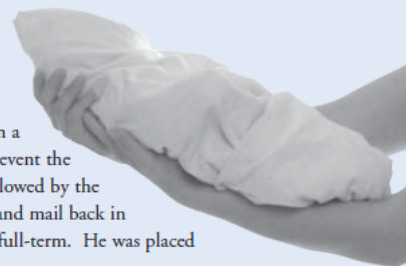
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

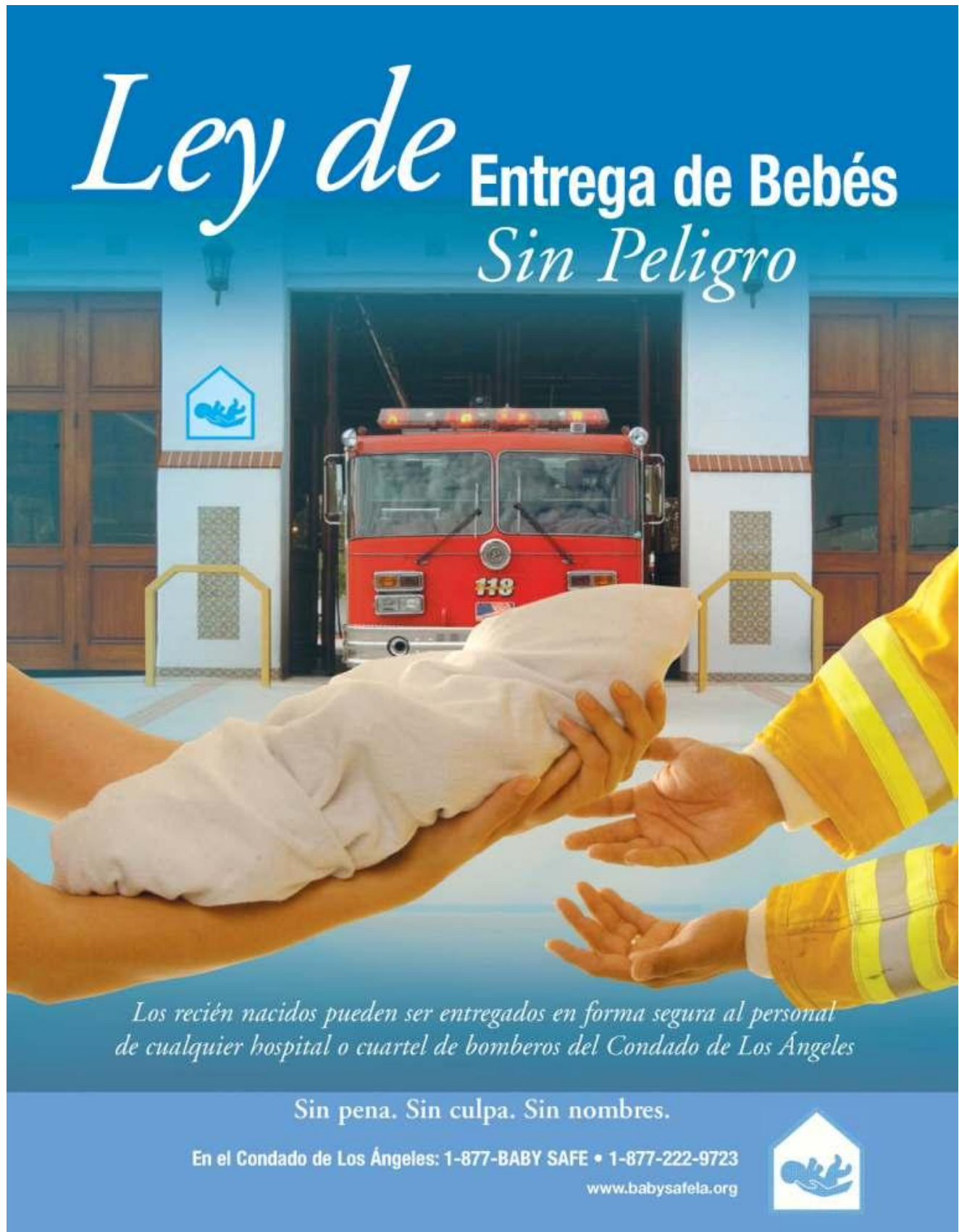
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

SAMPLE MASTER AGREEMENT

(Not Attached)

APPENDIX I

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

(CONTRACTOR)

FOR

**DISASTER/EMERGENCY SERVICES MASTER AGREEMENT
(DESMa)**

**DISASTER/EMERGENCY SERVICES MASTER AGREEMENT
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STANDARD EXHIBITS

- A County's Administration (Not attached)
- B Contractor's Administration (Not attached)
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Contractor Acknowledgement and Confidentiality Agreement

UNIQUE EXHIBITS

- G Contractor's DESMA Statement of Qualifications Submittal Form
- H Approved Service Categories Form

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
(CONTRACTOR)
FOR
DISASTER/EMERGENCY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2025 by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and (CONTRACTOR), hereinafter referred to as Contractor, to provide Disaster/Emergency Services.

RECITALS

WHEREAS, the County may contract with private businesses for Disaster/Emergency Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Disaster/Emergency Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 and 31000.4 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G and H, are attached to and from 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:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits:

- 1.7 Exhibit G Contractor's DESMA Statement of Qualifications Submittal Form
- 1.8 Exhibit H Approved Service Categories Form

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 sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Subordinate Agreement award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Master Agreement.
- 2.4 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.5 County Project Director:** Person designated by Director with authority to approve all Subordinate Agreement solicitations and executions.
- 2.6 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.7 County's Subordinate Agreement Directors:** Responsible for coordinating and monitoring the Subordinate Agreement.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Director:** Director of Internal Services Department.
- 2.10 Department:** The County of Los Angeles Internal Service Department, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Subordinate Agreements.
- 2.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.
- 2.14 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.16 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County for a specific Subordinate Agreement.

- 2.17 Total Maximum Amount:** The maximum monetary amount specified as payable on a Subordinate Agreement.
- 2.18 Subordinate Agreement:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Subordinate Agreement will result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Subordinate Agreement solicitation, County will select the lowest cost, qualified bid responding to the requirements of the proposed Subordinate Agreement. No work shall be performed by Contractors except in accordance with validly bid and executed Subordinate Agreements. No Subordinate Agreement may change and/or contradict the Master Agreement. Each Subordinate Agreement is controlled by the terms and conditions of the Master Agreement.
- 2.19 Subordinate Agreement Solicitation:** Competitive solicitation containing the SOW, evaluation factors and other relevant information necessary to bid on a Subordinate Agreement. The Subordinate Agreement Solicitation will be sent to Qualified Contractors in the respective service categories.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each Subordinate Agreement will include a SOW, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be on a time and materials basis, subject to the Total Maximum Amount specified on each individual Subordinate Agreement.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Subordinate Agreement expiration date, and/or that exceeds the Total Maximum Amount as specified in the Subordinate Agreement as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Subordinate Agreements are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Subordinate Agreement solicitation, County will issue a Subordinate Agreement solicitation containing a Statement of Work to all Master Agreement Qualified Contractors on a rotational basis. Once selected based on the

rotation, each interested Qualified Contractor so contacted must submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Subordinate Agreement.

- 3.5 Upon completion of evaluations, County will execute the Subordinate Agreement by and through the Internal Services Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Subordinate Agreement solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Subordinate Agreements are awarded to some Master Agreement Qualified Contractors. Subordinate Agreements are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Subordinate Agreements for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Subordinate Agreement is only extended through the end of the fiscal year, County may either rebid the Subordinate Agreement tasks or extend the Subordinate Agreement if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Subordinate Agreement bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Subordinate Agreement. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Subordinate Agreement as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three (3) times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on **July 31, 2026**, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to six (6) month-to-month extensions. The maximum end date is January 31, 2027. Each such option and extension shall be exercised at the sole discretion of the Director of

Internal Services Department, or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Internal Services Department at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

- 5.1 Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Subordinate Agreements. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Internal Services Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

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

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

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, The Contractor must separately invoice County for each Subordinate Agreement monthly.
- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Subordinate Agreement less any amounts assessed in accordance with subparagraph 8.25, Liquidated Damages.
- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Subordinate Agreements issued hereunder must receive the written approval of County's Subordinate Agreement Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Subordinate Agreement.
- 5.4.6 **Invoice Content**
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Subordinate Agreement.

Time and Materials Subordinate Agreement:

Each invoice submitted by Contractor must specify:

- County numbers of the Subordinate Agreement and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Subordinate Agreement; and
- Total amount of the invoice.

5.4.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County

departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

5.5.1 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).

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

5.5.3 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.

5.5.4 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. The County will notify the Contractor in writing of any change as they occur.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Internal Services Department and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Subordinate Agreement solicitations and executions.

6.3 County's Subordinate Agreement Director

A Subordinate Agreement Director will be assigned for each Subordinate Agreement by County's Project Director.

6.3.1 The responsibilities of the Subordinate Agreement Director include:

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

6.3.2 County's Subordinate Agreement Directors are not authorized to make any changes in Subordinate Agreement labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager will prepare and issue Subordinate Agreements and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Subordinate Agreement Directors on a regular basis with respect to all active Subordinate Agreements.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

7.4.1 Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with County Identification (ID) badge, visible at all times.

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

7.4.3 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return an employee's

ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract 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 Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 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 Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 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.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 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.
- 7.6.2 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 this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must before performing services covered by this Master Agreement sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's

Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of Internal Services Department or his/her designee.

8.1.2 The Director of Internal Services Department, or his/her designee may, at his/her 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 Director of Internal Services Department or his/her designee.

8.1.3 Addition of Skilled Categories

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of Internal Services Department or his/her designee to add or delete Skilled Categories.

8.1.4 Changes to Subsequent Subordinate Agreements

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

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 its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this sub-paragraph, 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 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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 fifteen (15) 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 five (5) 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 (5) 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 (3) 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 Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County 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 (Exhibit D).
- 8.7.2 Written Employee Jury Service Policy
 - 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor 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.

2. For purposes of this sub-paragraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (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 ninety (90) days or less within a twelve (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 sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. 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.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County 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 sub-paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

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 Master Agreements 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 Master Agreements 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

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:
 - 1) elimination of the grounds for which the debarment was imposed;
 - 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or
 - 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where:
 - 1) the Contractor has been debarred for a period longer than five (5) years;
 - 2) the debarment has been in effect for at least five (5) years; and
 - 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
6. 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 of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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 Subordinate Agreement 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 in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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.

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

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 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 thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs 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 Paragraph 8.1 (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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement 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 7.6 – 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 Indemnitees.

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, 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 ten (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 fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063
Attention: Ann Morell, Staff Assistant
amorell@isd.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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance 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 affect 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 (3) 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

The following insurance coverage is required for **all** service categories except for **High Voltage Repair and Fire & Life Safety Service** categories.

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.

Relocation Services: Contractors providing such services shall carry motor vehicle liability coverage compliant with all applicable federal and state financial responsibility requirements, however, in no event shall any such Contractor carry limits less than \$2 million for each single accident.

- 8.24.3 All Abatement and Remediation Contractors, Duct Cleaning Services, Pest Control and Termite Extermination, Roofing FASMA- Cotton Commercial USA, Inc GCS-I10843-C Page 30 Services and all Waste and Rubbish Contractors: Contractors providing services including transport of pollutants must also maintain Pollution Liability Coverage with limits of not less than \$2 million per occurrence, providing scope of coverage equivalent to ISO policy form CA 99 48 or its equivalent. Such coverage must pay claims for bodily injury, property damage, and for cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo, including waste. 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

The following insurance coverage is required for **High Voltage Repair and Fire & Life Safety Service** categories.

- 8.24.4 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:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.24.5 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.

Relocation Services: Contractors providing such services must carry motor vehicle liability coverage compliant with all applicable federal and state financial responsibility requirements, however, in no event will any such Contractor carry limits less than \$2 million for each single accident.

8.24.6 Workers Compensation and Employers' Liability: insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

The following insurance coverage is required **ONLY** to specific service categories. Vendors must refer to Appendix A, Required Forms, Exhibit 1 – Statement of Qualifications Submittal Form for insurance coverage requirements specific to each service category.

8.24.7 Errors and Omissions (E&O): Contractors that provide engineering, inspection and/or consulting services within their

respective Scope of Work under this Master Agreement must maintain E&O insurance covering Contractor's performance of work pursuant to this Agreement with limits of not less than \$1 million per claim and \$2 million aggregate. Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement expiration, termination or cancellation.

8.24.8 Property Coverage: Contractors that take possession of County real property (i.e., buildings, parking lots, computers, autos) must carry property insurance with coverage at least as broad as that provided by the ISO special causes of loss (CP 10 30) form. The County must be named as an Additional Insured and Loss Payee as its interests may appear. Automobiles, mobile equipment and recycled equipment shall be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value. Deductibles exceeding 5% will require County's prior review and approval.

8.24.9 Environmental (Pollution) Liability: Projects that involve the testing, removal, handling, transportation and disposal of hazardous waste require Environmental (Pollution) Liability coverage with limits of not less than \$2 million each occurrence and \$5 million aggregate.

The following insurance coverage is required for **Emergency Temporary Armed and Unarmed Security Guard Services** category.

8.24.10 **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:	\$2 million

The policy must also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also must be covered.

8.24.11 **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, leases, hired, and/or non-owned autos, as each may be applicable.

8.24.12 **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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also must include Employer's Liability coverage with limits of not less than the following:

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

8.24.13 **Professional Liability:** 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 (3) years following this Agreement's expiration, termination or cancellation.

8.24.14 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims

for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage will 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 will not contain a requirement for an arrest and/or conviction.

8.25 Liquidated Damages

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

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Master Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the

Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Subordinate Agreements, 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 (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 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 sub-paragraph 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 sub-paragraph 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 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 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 sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation 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 Fair Employment and Housing Commission 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 Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor 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 (1) 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 Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Internal Services Department, or designee will resolve it.

8.31 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.

8.32 Notice to Employees Regarding 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit C, Safely

Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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 Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Internal Services Department or his/her 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 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) 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.

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

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 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 (5) 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.

- 8.37.2 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 thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.4 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County 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.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees

to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor must remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

County of Los Angeles
Internal Services Department, Contracting Division
1100 N. Eastern Ave., Room 101
Los Angeles, CA 90063
Attention: Nazeli Albaryan, Contract Analyst
nalbaryan@isd.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 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 sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, and any Subordinate Agreement 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 effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Subordinate Agreement or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as 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 Subordinate Agreement must be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Subordinate Agreement issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Subordinate Agreement issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor 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 sub-paragraph.
- 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 sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Subordinate

Agreement 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 sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 (Termination for Default) 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 this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County 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 or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 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 sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 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 Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (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 contract, 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 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 paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Integrated Pest Management (IPM) Program Compliance

(This provision is required in Master Agreements for services which include the outdoor use of pesticides (i.e. herbicides, insecticides, fungicides, etc.) or fertilizers on County owned or maintained property)

- 8.54.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 14 (Integrated Pest Management Program Compliance Certification) in Appendix A (Required Forms), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.54 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org
- 8.54.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 8.54.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:
- The potential for pesticide-related surface water toxicity;
 - Proper use, handling, and disposal of pesticides;
 - Least toxic methods of pest prevention and control, including IPM; and
 - Reduction of pesticide use.
- 8.54.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.55 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Contract. 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 Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's CalOSHA'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 \$250 to a County officer for twelve (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 paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor must instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and

all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:
 - 1. 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;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties 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 Consumer and

Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.6.2 Contractor 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.
- 9.6.3 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.

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

1. 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;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties 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 Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor 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.
- 9.8.3 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.

- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
1. 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;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this 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 Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.9 Organic Waste Recycling

- 9.9.1 As of January 1, 2022, all organic waste, including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.9.2 The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify methods for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.9.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information

for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to compost the acceptable materials.

9.9.4 The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

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 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
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	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Paragraph 10.0	(Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
DISASTER/EMERGENCY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2025.

COUNTY OF LOS ANGELES

By _____
Director
Internal Services Department

By _____
Contractor

Signed: _____

Tax Identification Number

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel